MAY 26 1988
JOSEPH F. SPANIOL, JR.
CLERK

No. 87-548

IN THE

Supreme Court of the United States

OCTOBER TERM, 1987

TRANS WORLD AIRLINES, INC.,

Petitioner,

vs.

THE INDEPENDENT FEDERATION OF FLIGHT ATTENDANTS,

Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT

JOINT APPENDIX

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PETITION FOR CERTIORARI FILED OCTOBER 1, 1987
CERTIORARI GRANTED MARCH 21, 1988

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Affidavit of Mary Pat Taylor, filed September 23,1986, in the United States District Court for the Western District of Missouri, in Support of TWA's Motion to Vacate A158

Notation Pursuant to Item 2(c)
of the Clerk's Memorandum Regarding Printing

The following opinions, judgments and orders have been omitted in printing this joint appendix because they appear at the following pages in the appendices to the printed Petition for Certiorari:

	PAGE
Memorandum and Order of the United States District Court for the Western District of Missouri, dated September 9, 1986	18a
Order of the United States District Court for the Western District of Missouri, dated October 14, 1986, Granting Stay Pending Appeal	37a
Opinion and Judgment of the United States Court of Appeals for the Eighth Circuit, dated May 26, 1987	1a
Order of the United States Court of Appeals for the Eighth Circuit, dated August 31, 1987, Denying Petition for Rehearing and Suggestion for Rehearing *En Banc*	16a
Order of the United States Court of Appeals for the Eighth Circuit, dated September 24, 1987, Granting Stay of Mandate Pending Certiorari Proceedings	17a

Relevant docket entries in the United States District Court for the Western District of Missouri

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI

DATE	*NR*		*PROCEEDINGS*
1986			
May 30	01	COMPLAINT	—With JS44-c. 1 summons issued.
		* * *	
May 30	04	ORDER	—With Judge Sasch's consent, this matter is transferred to the Hon. Howard F. Sachs. JES, Jr. copies mailed.
		* * *	
Jun 24	06	FIRST	—Amended Complaint.
		* * *	
Jul 03	09	ORDER	—Plt's Mt. for leave to file corrected First Amended Complaint is GRANTED. HFS (# 7).
Jul 03	10	FIRST	—Amended Complaint.
Jul 07	11	ANSWER	—TWA. (To First Amended Complaint)
Jul 21	12	MOTION	—Plt. IFFA's Motion for Partial Summary Judgment.
Jul 21	13	SUGGESTIONS	—In support of Plt. IFFA's Motion for Partial Summary Judgment.
Jul 21	14	STIPULATIONS	—(joint).
		* * *	

DATE	*NR*		*PROCEEDINGS*
1986			
Aug. 12	16	CROSS-MOTION	—Def. TWA'S cross-motion for partial summary judgment.
		* * *	
Aug. 25	23	DEF	—TWA's supplemental sugg. in opp. to IFFA's motion for partial summary judgment and in support of TWA's cross-motion.
Aug. 25	24	BENCH STATEMENT	—(HFS)
Aug. 25	25	MINUTES	—Of Trial or Hearing. Argument on Cross Summary Judgment. Held in K.C., Mo. before the Hon. Howard F. Sachs. Jim Leacock Reporter, Mike Shipley, Law Clerk.
		* * *	
Aug. 29	27	CERTIFICATE	—Of filing and service. (Affidavit of J. W. Hoar, Vice Pres. of Industrial Relations TWA.)
		* * *	
Sep. 09	47	MEMORANDUM	—And Order. ORDERED that partial summary judgment be entered in favor of TWA on IFFA's claims in Count I for reinstatement of economic strikers displaced by crossovers and new hires who worked during the strike, and that partial summary judgment be entered in favor of IFFA on its claim for reinstatement of economic strikes displaced by trainees who did not have operating experience flights prior to May 20, 1986, and were

DATE	NR	PROCEEDINGS
1986		
		not assigned to active service as regular flight attendants on revenue flights prior to May 24, 1986.
		Economic strikers with enough seniority to have been reinstated if the 463 trainees had been displace instead of given positions in active service shall be reinstated within 30 days, absent a stay pending appeal. Back pay with interest, less interim earnings, shall be promptly paid such reinstates strikers. In all other respects, IFFA's claim for injunctive relief is DENIED. SO ORDERED.
		The court retains jurisdiction to modify or enforce this order. A motion for stay of relief granted pending appeal will be considered by this court, given the closeness of the legal questions and the considerable dislocation caused by this ruling if there is a reversal. HFS RR mailed copies from K.C.
Sep. 09	48 JUDGMENT	—In a civil case. Entered on Sept. 9, 1986. mailed.
		* * *
Sep. 09	51 SUGG.	—Plt. IFFA's second supplemental sugg. in support of its motion, and in opposition to

DATE	NR	PROCEEDINGS
1986		
		Def. TWA's Cross-Motion, for partial Summary Judgment. (Filed with Judge HFS approval.).
		* * *
Sep. 17	53 MOTION	—Def. TWA's motion for stay pending appeal. w/ sugg.
Sep. 17	54 AFFIDAVIT	—Of WILLIAM S. BORDEN. W/ Exhbit X & Y.
Sep. 17	55 NOTICE	—Of Appeal, by Def. TWA.
Sep. 19	56 MOTION	—Def. TWA's Motion to vacate, with sugg. & with affidavits of J. W.Hoar, Frank Bugler,
		* * *
Sep. 23	58 AFFIDAVIT	—Supplemental affidavit of Paul E. Donnelly, attachments.
Sep. 29	59 OPPOSITION	—Plt. IFFA's sugg. in opp. to Def. TWA's mt. to vacate.
Sep. 30	60 ORDER	—TWA'S motion to vacate is DENIED. HFS #56.
		* * *
Sep. 30	62 MOTION	—Of Def. TWA, Inc. to renew its previously filed motion for stay pending appeal and for entry of an order expediting the time in which IFFA shall respond to such renewed motion.
Sep. 30	63 SUGGESTIONS	—In support of Def. TWA motion to renew, etc.
Sep. 30	64 NOTICE	—Of Appeal by TWA. No filing fee. Rule 4(a)(4). Fed. R. App. P. copies mailed to 8th Circuit.

DATE	NR	PROCEEDINGS
1986		
Oct. 02	65 ORDER	—ORDERED that TWA shall, on or before Wed., Oct. 8, 1986, file and hand deliver to IFFA its response to IFFA'S Motion to Enfore Judgment in Case No. 86-6059-CV-SJ-6. ORDERED that IFFA shall, on or before Wed., Oct. 8, 1986, file and hand deliver to TWA its response to TWA'S Motion for Stay Pending Appeal in Case No. 86-6084-CV-SJ-6. ORDERED that counsel shall, at or before 12:00 noon on Thursd. Oct. 9, 1986, file a proposed scheduling order in Case No. 86-6030-CV-SJ-6. If counsel are unable to agree upon any matters, they should file a proposed order setting forth the extent of their agreement, and be prepared to discuss any remaining disputes with the court.
Oct. 02	65 CONTINUATION OF	—ORDER ORDERED that the conference previously scheduled for 2:30 p.m. on Fri. Oct. 3, 1986 is CANCELLED. The conference is rescheduled for 1:30 p.m. on Thurs. Oct. 9, 1986. HFS
Oct. 08	66 OPPOSITION	—Plt. IFFA's sugg. in opp. to Def. TWA's mt. to renew its previously filed mt. for stay pending appeal.

DATE	NR	PROCEEDINGS
1986		
Oct. 14	67 ORDER	—Granting Stay Pending Appeal. ORDERED that TWA'S obligation under the Sept. 9, 1986 ruling to offer reinstatement and back pay to certain senior flight attendants is STAYED pending appeal, subject to TWA's filing with the court an $8 million bond, approved by the court, within 10 (10) days of this order. HFS #53, 62, 63. Mailed 10-15-86.
Oct. 14	68 NOTICE	—of Appeal. By IFFA. R#31431, K.C., MO.

Relevant docket entries in the United States Court of Appeals for the Eighth Circuit

UNITED STATES COURT OF APPEALS

FOR THE EIGHTH CIRCUIT

No. 86-2197

DATE	*FILINGS—PROCEEDINGS*	
1986		
	• • •	
Sept. 24	DOCKETED appeal.	
" "	CERTIFIED copies of notice of appeal, docket entries and judgment dated September 9, 1986.	(1)
	• • •	
Oct 7	AMENDED notice of appeal	(3)
Oct. 14	MOTION of aplnt for expedited appeal. (to ct)	(4)
Oct. 16	ORDER: TWA's motion for an expedited appeal is granted and the Clerk is directed to place this case on the Court's calendar for arg. on Friday, Dec. 12, 1986 at 8:30 a.m. in St. Paul, MN. Each side shall be allotted 20 minutes for argument. The parties have informed the Clerk's office that IFFA has filed a cross-appeal The following cross-appeal briefing schedule is established: Aplnt/cr. aplee, TWA due 10/29/86, Aplee/cr.-aplnt IFFA's brief due 11/12/86, aplnt/cr.-aplee TWA reply brief due 12/1/86, aplee/cr. aplnt IFFA's reply brief due 12/10/86. Aplee/cr. aplnt IFFA reply brief shall be filed directly with the Clerk's office in St. Paul, MN. The parties are encouraged to use the appendix method for preparing the record on appeal. Extensions will not be granted. All briefs must be received in the Clerk's office on the date indicated. Service on opposing counsel shall be by hand-delivery or next-day air service.	(5)
	• • •	

DATE	*FILINGS—PROCEEDINGS*	
1986		
Oct. 29	BRIEF APPELLANT w/ser 7 copies w/2319	(8)
Oct. 29	APPELLANT ADDENDUM w/ser 7c copies w/2319	(9)
	• • •	
Nov. 12	BRIEF OF APPELLEE w/ser 7 copies w/2319 toCT.	(10)
Dec. 1	APPEARANCE for appellant.	(11)
Dec. 1	APPEARANCE for appellee.	(12)
Dec. 1	CONFORMED APPELLANT BRIEF w/ser 7 copies (to ct) w/2319	(13)
Dec. 1	APPELLANT/CROSS APPELLEE BRIEF w/ser 7 copies (toct) w/2319	(14)
Dec. 3	CONFORMED BRIEF OF APPELLEE w/ser 7 copies (to ct) w/2319	(15)
Nov. 26	JOINT APPENDIX	
Dec. 10	CROSS - APPELLANT's REPLY BRIEF w/scr 12/9 to Ct. w/2319	(16)
DEC 12	ARGUED AND SUBMITTED IN ST. PAUL to Judges Lay, Bright and Wollman. Murray Gartner, counsel for appellant. John P. Hurley, counsel for appellee. Rebuttal by Mr. Gartner. RECORDED.	
1987		
May 26	OPINION BY BRIGHT, PUBLISHED w/2319 819 F.2d 839 (1987)	(17)
May 26	JUDGMENT: The district court's order granting employment preference to the new hires and denying such preference to the trainees is affirmed. It is further adjudged and decreed that the district court's judgment concerning the cross-overs is reversed and that unreinstated strikers are entitled to displace cross-over employees with lesser seniority.	

DATE	*FILINGS—PROCEEDINGS*
1987	
	This cause is hereby remanded to the district court and the district court is directed to modify its judgment consistent with this opinion. TWA is directed to pay one-half the Union's costs in pursuing its cross appeal as well as one-half of the Union's costs incurred in defending TWA's appeal. w/2319 (18)
June 5	APPELLANT/CROSS-APPELLEE'S petition for rehearing with suggestion for rehearing en banc. w/2319 w/service (19)
June 5	APPLICATION AND suggestions of "Crossover" Flight Attendants for leave to intervene and file brief in support of appellant's motion for rehearing en banc. w/2319 w/service (20)
June 5	INTERVENOR'S BRIEF in support of appellant's petition for rehearing en banc. w/2319 w/service RECEIVED
June 12	APPELLEE-CROSS/APPELLANT'S IFFA'S response in opposition to "Crossovers' " application for leave to intervene. w/2319 w/service. (21)
June 18	OPINION CORRECTION, page 10, paragraph 2, lines 14, 15 and 16-citation
June 29	APPELLEE/CROSS-Appellant's response to petition for rehearing and suggestion for rehearing en banc. w/2319 w/service (22)
	• • •
July 24	AMICI CURIAE BRIEF OF "Crossover" flight attendants in support of appellant's motion for rehearing en banc. w/2319 w/ser (24)

DATE	*FILINGS—PROCEEDINGS*
1987	
July 27	AMENDED ORDER: This Court's order of July 24, 1987 is hereby amended. The "Crossover" Flight attendants are not granted leave to intervene in this appeal; they are, however, allowed to file a brief as amici curiae. The Clerk will file the previously tendered brief as an amici curiae brief in support of rehearing en banc. w/2319. (25)
Aug 31	ORDER: APPELLANT/Cross-Appellee's petition for rehearing en banc has been considered by the Court and is denied. Judges John R. Gibson, Fagg and Bowman would have granted the petitions. Judges Ross and Magill did not participate. Petition for rehearing by panel is also denied. w/2319 (26)
Sep 4	APPELLANT/CROSS-Appellee's motion for stay of mandate pending certiorari proceedings. w/2319 (27)
Sep 16	OPPOSITION OF IFFA to appellant/cross-appellee's motion for stay of mandate pending certiorari proceedings. w/2319 (28)
Sep 21	REPLY STATEMENT of Trans World Airlines, Inc. in support of its motion for stay of mandate pending application to the Supreme Court for a writ of certiorari. w/2319 w/service (29)
Sep 24	ORDER: THE motion of appellant/cross-appellee for stay of mandate is granted, and the mandate of this Court is hereby stayed to and including October 8, 1987, pending certiorari proceedings. w/2319 (30)
Oct. 5	RECD phone call fm. Sup.Ct. that case was docketed in Sup.Ct. as no. 87-548 on 10-1-87 w/2319

DATE	*FILINGS—PROCEEDINGS*
1987	
Oct. 20	NOTICE OF FILING of pet.for writ of cert. to the Sup.Ct. of the U.S. as case no. 87-548 dated 10-1-87 w/2319 (31)

UNITED STATES COURT OF APPEALS

FOR THE EIGHTH CIRCUIT

No. 86-2319WM

DATE	*FILINGS—PROCEEDINGS*
1986	
Oct 17	DOCKETED CROSS APPEAL
" "	Certified copies notice of cross appeal, docket entries and judgment of 9/9/86 from District Court (1)
	* * *
Oct. 29	APPELLANT ADDENDUM w/ser 7 copies w/2197
Oct. 29	BRIEF OF APPELLANT w/ser 7 copies w/2197
	* * *
Nov. 12	BRIEF OF APPELLEE w/ser 7 copies w/2197 (to ct)
Dec. 1	CONFORMED APPELLANT BRIEF w/ser 7 copies w/2197 (to ct)
Dec. 1	APPELLANT/CROSS APPELLEE BRIEF w/ser 7 copies w/2197 (to ct)
Dec. 3	CONFORMED BRIEF OF APPELLEE w/ser 7 copies w/2197 (to ct)
Dec. 10	CROSS-APPELLANT'S REPLY BRIEF w/ser 12/9 to Ct w/86-2197
DEC 12	ARGUED AND SUBMITTED IN ST. PAUL to Judges Lay, Bright and Wollman. Murray Gartner, counsel for appellant. John P. Hurley, counsel for appellee. Rebuttal by Mr. Gartner. RECORDED.
1987	
Feb. 19	DISTRICT court order of 2/17/87 denying motion for relief from order and judgment (5)
Feb. 19	DEFENDANT TWA's motion for relief from order and judgment; suggestions in support and plain-

DATE	FILINGS—PROCEEDINGS
1987	
	tiff's suggestions in opposition filed in District Court (6)
May 26	OPINION BY BRIGHT, PUBLISHED w/2197 819 F.2d 839(1987)
May 26	JUDGMENT: The district court's order granting employment preference to the new hires and denying such preference to the trainees is affirmed. It is further adjudged and decreed that the district court's judgment concerning the cross-overs is reversed and that unreinstated strikers are entitled to displace cross-over employees with lesser seniority. This cause is hereby remanded to the district court and the district court is directed to modify its judgment consistent with this opinion. TWA is directed to pay one-half the Union's costs in pursuing its cross-appeal as well as one-half of the Union's costs incurred in defending TWA's appeal. w/2197
June 5	APPELLANT/CROSS-APPELLEE'S petition for rehearing with suggestion for rehearing en banc. w/2197 w/service
June 5	INTERVENOR'S BRIEF in support of appellant's petition for rehearing en banc. w/2197 w/service RECEIVED
June 8	MOTION OF the Chamber of Commerce of the United States for leave to file brief amicus curiae in support of Trans World Airlines' petition for rehearing with suggestion for rehearing en banc. w/service (7)
June 8	BRIEF AMICUS Curiae of the Chamber of Commerce of the United States in support of Trans World Airlines' petition for rehearing and suggestions for rehearing en banc. w/service

DATE	FILINGS—PROCEEDINGS
1987	
June 12	APPELLEE/CROSS-APPELLANT'S IFFA'S response in opposition to "Crossovers' " application for leave to intervene. w/2197 w/ser
June 18	OPINION CORRECTION, page 10, paragraph 2, lines 14, 15 and 16-citation
June 22	ORDER: THE motion of the Chamber of Commerce of the United States for leave to file an amicus brief in support of Trans World Airlines' petition for rehearing is granted. (8)
June 29	APPELLEE/CROSS-Appellant's response to petition for rehearing and suggestion for rehearing en banc. w/2197 w/service
July 27	ORDER: AMENDED ORDER: This Court's order of July 24, 1987 is hereby amended. The "Crossover" Flight attendants are not granted leave to intervene in this appeal; they are, however, allowed to file a brief as amici curiae. The Clerk will file the previously tendered brief as an amici curiae brief in support of rehearing en banc. w/2197.

**Notation Pursuant to Item 2(c)
of the Clerk's Memorandum Regarding Printing**

The following pleadings and stipulations, filed in the United States District Court for the Western District of Missouri, have been omitted in printing this joint appendix because they appear at the following pages in the appendices to the printed Petition for Certiorari:

	PAGE
IFFA's Corrected First Amended Complaint, filed July 3, 1986	47a
Stipulations, filed July 21, 1986	57a
Plaintiff IFFA's Motion for Partial Summary Judgment, filed July 21, 1986	64a
Defendant TWA's Cross-Motion for Partial Summary Judgment, filed August 12, 1986	66a

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
ST. JOSEPH DIVISION

Civil Action No. 86-6084-CV-SJ-6

Exhibits to Stipulations, filed July 21, 1986:

Excerpts from Exhibit 1 (1981-84 collective bargaining agreement between TWA and IFFA)

AGREEMENT

between

TRANS WORLD AIRLINES, INC.

and the

FLIGHT ATTENDANTS

in the service of

TRANS WORLD AIRLINES, INC.

as represented by

THE INDEPENDENT FEDERATION

OF FLIGHT ATTENDANTS

This agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between TRANS WORLD AIRLINES, INC., hereinafter called the "Company" and the Airline Flight Attendants in the service of Trans World Airlines, Inc., as represented by the INDEPENDENT FEDERATION OF FLIGHT ATTENDANTS, hereinafter called the "Union."

It is hereby mutually agreed

ARTICLE 1

RECOGNITION

In accordance with the certification (R-4687) made by the National Mediation Board on April 1, 1977, the Company hereby recognizes the Independent Federation of Flight Attendants (IFFA), as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended.

SCOPE

All TWA flights flown by the Company which require Flight Attendants on board the aircraft shall be operated in accordance with the provisions of the current Working Agreement, and all Flight Attendants employed by the Company shall be subject to the provisions of the current Working Agreement.

ARTICLE 2

DEFINITIONS

As used in this Agreement, the term

(A) "Cabin Attendant" means an employee whose work shall include performing and assisting in the performance of all enroute cabin services and ground service to delayed or cancelled passengers in a resourceful and gracious manner, and the responsibility to apply these services for the welfare, comfort, enjoyment, and safety of passengers. A Cabin Attendant may be required to attend operational meetings, refresher training courses, equipment checkouts, ditching drills, and similar procedures related to flight duties. A Cabin Attendant may, from time to time, be requested to participate in publicity and promotional assignments.

(B) "Flight Purser" means an employee who provides or assists in providing service to passengers while in flight, and whose work includes performing and assisting in performing all enroute cabin service, attending to passenger comfort, responsibility for the preparation and completion of passenger, crew, and cargo manifests enroute, and other reports as required by the Company or by law. When two (2) or more cabin attendants are assigned to an international flight on which international cabin attendants under this Agreement are utilized, at least one (1) of these shall be a Flight Purser who will be designated as being in charge of cabin service. A Flight Purser may be designated to perform necessary duties in connection with a flight cargo operation and may be required to attend operational meetings, refresher training courses, equipment checkouts, ditching drills, and similar procedures related to flight duties. A Flight Purser may, from time to time, be requested to participate in publicity and promotional assignments.

(C) "Service Manager" means an employee who exercises jurisdiction and direct control over all cabin attendants in matters concerning all phases of their duties and responsibilities as set forth by Company procedures. The work of a Service Manager shall include, but not be limited to the assignment, direction and reassignment where necessary of the work of the cabin crew complement. When two (2) or more Cabin Attendants are assigned to a wide-bodied aircraft, at least one (1) of them shall be a Service Manager. A Service Manager will be familiar with all cabin attendant duties, be capable of performing all such duties and will perform such duties at the direction of the Company or whenever the requirements of the service justify. A Service Manager is responsible for developing, maintaining and furthering a harmonious team spirit among the cabin attendants. A Service Manager may be designated to perform necessary duties in connection with a flight cargo operation and may be required to attend operational meetings, refresher training courses, equipment checkouts, ditching drills, and similar procedures related to flight duties. A Service Manager may, from time to time, be requested to participate in publicity and promotional assignments. When a Service Manager and a Flight Purser,

as defined in 2(B) and (C) above, are assigned to the same flight, the Service Manager shall be designated as being in charge.

(D) "Employee" as used herein means Cabin Attendant, Flight Purser, or Service Manager. Flight Attendant as used herein shall be synonymous with Employee.

(E) "Block-to-Block" time shall mean that period of time beginning when an aircraft first moves from the ramp blocks, for the purpose of flight, and ending when the aircraft comes to a stop at the ramp blocks at the next point of landing.

(F) "Base Station" means a location where Flight Attendants are permanently based.

(G) "Month" or "calendar month" as used in this Agreement shall mean the following inclusive periods:

January	30 days	1-30 January
February	30 days	January 31-March 1 (leap year 31 days)
March	30 days	2-31 March
April	31 days	April 1-May 1
May	30 days	2-31 May
June	31 days	June 1-July 1
July	30 days	July 2-July 31
August	30 days	1-30 August
September	31 days	August 31-September 30
October	30 days	1-30 October
November	31 days	October 31-November 30
December	31 days	1-31 December

(H) (1) "A Domestic flight" is any flight which operates within the contiguous forty-eight (48) states and Washington, D.C.

(2) "An International flight" is any flight which either departs or arrives at a station outside the contiguous forty-eight (48) states and Washington, D.C.

(I) "Operational Duty Hours" start with the time an employee is required to report for active flight duty, or does report for such duty, whichever is later, and end one-quarter hour for Domestic and one hour for International after the conclusion of block time at a station where a cabin attendant is released, or if the flight does not depart, operational duty hours end when the employee is released from such flight. Block-to-block and deadhead time are not included in operational duty hours. If an employee is released from duty at an intermediate station, operational duty hours shall end at time of release and shall recommence when the employee reports, or is required to report, whichever is later, for continuation of flight duty.

The Company may waive a Flight Attendant's report time at a layover station in a non-routine situation, to no less than fifteen (15) minutes, in which case, operational duty hours shall not be less than the originally scheduled operational duty hours, it being understood that such payment will not affect a commencement of an on-duty period or trip hours as defined in 6-A(D)(1) and 6-B(E)(1).

(J) Standby Duty

(1) A domestic reserve Flight Attendant shall be considered to be on "residence standby" if she/he is informed that she/he must stand by the telephone in order to be available for immediate flight duty on other than her/his assigned flight. Those reserve Flight Attendants assigned to residence standby must be available to report for flight duty within two (2) hours via surface transportation of being assigned to a flight.

(2) A domestic reserve Flight Attendant shall be considered to be on "airport standby" if she/he is informed that she/he must standby, in uniform, at the airport in order to be available for immediate flight duty on other than her/his assigned flight.

(3) An international reserve Flight Attendant shall be considered to be on "standby duty" if she/he is informed

that she/he is assigned to "standby duty" and that she/he must stand by the telephone in order to be available for immediate flight duty on other than her/his assigned flight. Those international reserve Flight Attendants assigned to standby duty must be available to report for flight duty within two (2) hours via surface transportation of being assigned to a flight. There shall be no airport standby for international reserve Flight Attendants.

(K) A "wide-bodied aircraft" is defined as an aircraft configuration with two or more aisles.

(L) An employee who is assigned to a "ferryflight" shall be considered as deadheading.

• • •

ARTICLE 9

VACATIONS

(A) Employees based in the continental United States will be eligible for vacation according to the number of full months in the employ of the Company in the preceding calendar year, computed according to the following schedule:

Calendar Days to Be Allowed for Vacation According to Number of Years of Service with the Company Completed Prior to January 1 of Year Vacation is Due to Be Taken

Months Worked Prior to January 1	4 Years or Less	5 Through 7 Years	8 Through 24 Years	25 Years and over
1	1	2	3	4
2	2	4	5	8
3	3	5	8	11
4	5	7	10	15
5	6	9	13	18
6	7	11	15	22

Months Worked Prior to January 1	4 Years or Less	5 Through 7 Years	8 Through 24 Years	25 Years and over
7	9	13	18	26
8	10	15	20	30
9	11	17	23	34
10	12	19	25	37
11	13	21	28	41
12	15	23	30	45

(B) In addition to vacation pay and credit provided under Articles 6-A(E) or 6-B(F) and (G), an employee shall receive increment pay based upon the number of credited vacation pay hours times the following applicable rate:

Domestic Flight Attendants & Service Managers..... $0.30
International Flight Attendants..... $0.22
Pursers & International Service Managers..... $0.98

(C) An employee will become eligible for a vacation on January 1 of each year, provided he/she has completed the probationary period or six (6) months with the Company, whichever is less. A schedule of available vacation periods for the succeeding year shall be posted by the Company by October 1 each year, however, the Company may commence the January vacation bid period on January 2 in order to insure flight protection for the preceding day. Employees shall bid and be awarded a vacation period on the basis of their domicile as of October 1. Preference of periods in which employees shall be permitted to take vacations shall be granted at each station in order of seniority, (including employees on a leave of absence) taking into consideration the requirements of the service. Employees shall file written preferences as to the period(s) for taking vacation, such preferences to be in the hands of the Company by November 15 each year. Vacation assignments shall be posted by the Company on or before December 1 and will remain posted through December 31. When vacation schedules have been established, senior employees will

not be permitted to take the vacation period already assigned to junior employees. An employee's scheduled vacation period for the succeeding year shall not be changed because of a change in base station.

(D) Not less than three percent (3%) of the vacations posted in accordance with paragraph (C) above shall be scheduled in any calendar month. Further, no less than one and one-half percent (1 1/2%) of such vacation periods shall be scheduled in either the first or second half of any bid month. Vacation periods may be traded between employees at the same domicile provided such trades are effected prior to the fifteenth (15th) of the month preceding the first vacation period involved.

(E) Vacations shall not be cumulative and must be taken within the calendar year. When a vacation period has been scheduled it will not be changed without the employee's consent, except upon thirty (30) days written notice, unless the Company does not have sufficient employees to maintain schedules and, in no event, without fifteen (15) days written notice, except with the employee's consent. However, in the event Company operations in any year do not permit any employee his regular vacation during such year, he shall be so notified in writing by the Company and he may be permitted to take such vacation in the succeeding year. When an employee is not granted a vacation, due to the operation of this paragraph, for a previous year of service, such employee shall be granted vacation pay for such vacation earned and not received.

(F) Vacation allowance will be granted to terminating employees in accordance with the following rules:

(1) Employees terminating because of layoff due to reduction in force or resigning after giving two weeks' written notice of such resignation shall be granted vacation pay for the period worked during the current calendar year in accordance with schedules set forth in this Article, and shall also be paid for vacation period due from a previous year and not taken.

Pay under this paragraph is to be computed on the basis of 2:48 pay for each day of accrued vacation, times the employee's base hourly rate. In addition the employee will receive increment pay calculated under paragraph (C) above.

(2) Employees terminating because of lay-off due to reduction in force, who received vacation allowance at the time of lay-off and who were recalled during the same calendar year, will after the start of the next calendar year, receive a vacation leave for the period served from the date of recall to the end of that calendar year. When a Flight Attendant is granted a personal leave of absence, accrued vacation credits will be retained unless the Flight Attendant has an outstanding indebtedness to the Company or requests to receive vacation pay.

(3) Employees terminating because of resignation without giving two week's written notice of such resignation or terminating because of discharge will not be eligible for vacation allowance except for a vacation due from a previous year and not yet received.

(4) In the case of the death of an employee, the vacation pay due shall be paid to his executor, administrator, or legal heir.

(5) An employee shall not be eligible to receive vacation pay until he or she has completed the probationary period or six (6) months of service with the Company, whichever is less.

(G) Vacation allowance will accrue during each calendar month for which an employee receives pay from the Company, whether she or he is working or is on sick leave or vacation, however, an employee loaned to another Company will not receive less vacation as a result of such loan than he would have received if he had spent such loan time with this Company. For the purpose of computing vacation accrual, any number of days off duty on leave or fur-

lough over 15 shall count as a whole month, and any number up to and including 15 shall not be deducted from vacation accrual.

(H) When an employee based in the United States is to be transferred to an overseas domicile, every effort will be made to extend the date of transfer for a sufficient period to enable him to take all accumulated vacation to date prior to departing for his overseas domicile.

(I) During any calendar month that an employee is on vacation, his flight time for the period not on vacation during such month shall, on a pro rata basis, not exceed the normal flight time except as provided in 18-A(D)(7)(b)2(c), and when a vacation period extends from one month into the next month, the same conditions shall apply to such two months.

(J) A vacation period in excess of fifteen (15) days may be taken in two (2) segments, one of which shall consist of at least fourteen (14) consecutive days. Requests for such split vacations shall be submitted at the time vacations are bid and shall be awarded in seniority order at the same time that initial vacation awards are granted. The initial vacation award shall not be moved or changed as a result of an employee being awarded a split vacation. An employee may specify the minimum and the maximum number of days which he/she is willing to accept as a split vacation award and may be granted any number within that range. The provisions of the first sentence of paragraph (K) of this Article shall apply only to the longer segment of any vacation period split in accordance with this paragraph.

(K) An employee's vacation will not start until he or she has had at least twenty-four (24) hours free from all duty after return to domicile after his or her last flight. The Company shall not require an employee to be available at any time during the course of his or her vacation for any purpose.

Employees holding a line of flying shall contact crew schedule as of midnight of the expiration of their vacation or twenty-four (24) hours prior to the scheduled departure time of their first bid trip following their vacation period, whichever is later.

ARTICLE 10

SENIORITY GENERAL

(A) Seniority shall begin to accrue from the date of employment as a Flight Attendant and shall continue to accrue during such period of employment as a Flight Attendant except as otherwise provided in this Agreement. When Flight Attendants have equal seniority, their relative seniority shall be determined on the basis of their length of employment with the Company, or if the length of their Company employment is equal then their surname shall be listed in order of age as determined by date of birth as shown in the Company's personnel records (the oldest of them being listed first, the next oldest second, etc.). As to those Flight Attendants who are assigned to the line on or after July 1, 1976, if the length of Company employment is equal as between two Flight Attendants, then their surname shall be listed upon the seniority list on the basis of the last four (4) digits of the Flight Attendants social security number, with the Flight Attendant with the lowest last four (4) digits being deemed the senior.

(B) Seniority shall govern all employees in case of furlough due to reduction in forces, re-employment after furlough, (subject to Article 12(G)) choice of vacancies, and preference of assignment to equipment, provided the employee is deemed sufficiently qualified by the Company for the operation involved, except that the term "sufficiently qualified" as used herein shall be applied the same as it was on July 31, 1969. In addition, qualifications or lack thereof on any equipment will not be used as a basis for denying seniority in cases of bidding or reduction in force. If a Flight Attendant bids and is awarded a line of time on

equipment on which such Flight Attendant is not qualified, the provisions of Articles 6-A(F) or 6- B(G) will apply during such training. In the event a senior employee is not considered sufficiently qualified, the Company will, upon request, discuss the matter with the employee and furnish reasons therefor, in writing.

(C) Any employee given special assignment, or Ambassador Club Hostess assignment, and any employee lent to a subsidiary, affiliate, or other company, shall retain and continue to accrue seniority and shall have the option to return to coverage under this Agreement.

Employees accepting (a) promotion to supervisory positions, or (b) promotion to positions with duties directly associated with functions performed by employees covered by this Agreement, will retain and continue to accrue seniority in the classification from which promoted for a period of one (1) year following promotion. At the expiration of the one (1) year period, employees in promoted positions shall retain but shall no longer accrue seniority.

(D) Employees authorized by the Company to transfer from the In-Flight Services Department to another department within the Company at their own request will retain, for six (6) months after the date of transfer, seniority accrued to the date of transfer, and thereafter they shall lose all Flight Attendant seniority and their names will be removed from the seniority list(s).

(E) Seniority shall not in any respect govern transfers or assignment to non-flying duty, supervisory duty, or special assignment duty.

(F) Any employee who resigns or who is dismissed from the service of the Company shall thereupon forfeit all previously accrued seniority, and the employee's name will be removed from the seniority list(s).

(G) Flight Attendants shall be on probation during their first five (5) months of service with the Company as a Flight Attendant under this Agreement. The provisions of paragraph (B) above as pertains to preference of assignment to equipment shall not apply to an employee until completion of the probationary period. Flight Attendants' names will appear on the Flight Attendant seniority list regardless of probationary status. Nothing in this Agreement shall be construed to prevent the Company from releasing a Flight Attendant during the probationary period regardless of her or his position on the system seniority list.

If a probationary Flight Attendant, starting from the date the Flight Attendant is assigned to the line, is absent sixteen (16) or more days during a thirty (30) day increment period, the Flight Attendant will be required to serve an additional thirty (30) day period, except that when Flight Attendants are furloughed during the probationary period due to a reduction in force, such Flight Attendants shall be required to serve only that time which when added to their prior time will comply within the five (5) month period specified above.

(H) Upon return from a position described in paragraph (C) above, an employee shall be permitted to return to the classification and domicile held prior to such assignment or may exercise system seniority on an existing vacancy in the classification held prior to such assignment provided the employee is qualified to perform the work of the job. An employee who is displaced by such exercise of seniority may in turn exercise displacement rights within the classification, seniority permitting or into a lower classification, seniority permitting. If the domicile of an employee is changed through the exercise of seniority rights, the Company will provide space available transportation over the Company's lines to the extent permitted by law and by Company regulations, but all other expenses incidental thereto shall be borne by the employee.

ARTICLE 11

SENIORITY LISTS

(A) The Company shall post a Flight Attendant System Seniority List containing the names of all Flight Attendants indicating classification and operation on a bulletin board at all stations where Flight Attendants are based. In addition, the Company shall post a domicile seniority list by classification and operation on bulletin boards at all stations wherein that classification of Flight Attendant is based.

(B) Within ten (10) days after January 1 and July 1 of each year, a revised seniority list shall be posted, said list to be up-to-date as of January 1 and July 1. Copies of said list will be provided to the Union.

(C) Each employee entitled to be listed on the list referred to in (A) above shall be permitted a period of forty-five (45) days after posting of such list in which to protest in writing to the company any omission or incorrect posting affecting his or her seniority. In the event such employee does not file a written protest within forty-five (45) days after the list is posted, he or she shall not thereafter be entitled to file such protest. Such protests directed to any revision of the original list shall be strictly confined to errors or changes occurring subsequent to the posting of the previous seniority list, except that typographical or clerical errors may be corrected at any time.

(D) In the event Trans World Airlines, Inc., purchases, absorbs, or merges with another airline, the Flight Attendant System Seniority Lists of Trans World Airlines, Inc., and of the company being purchased, absorbed, or merged with shall, at the time of such purchase, absorption, or merger, be determined by agreement between the representatives of the respective employee groups involved.

ARTICLE 12

REDUCTION IN FORCE AND RECALL

(A) When Flight Attendants are to be furloughed due to a reduction in force, at least fifteen (15) days notice of such reduction will be given the Flight Attendant to be laid off, except that such notice will not be required in instances wherein a temporary reduction is occasioned by strikes or other work stoppages, grounding of a substantial number of the Company's aircraft, or other circumstances beyond the Company's control.

(B) In those instances requiring notification in (A) above, the Company will, prior to giving such notification, post a bulletin in all domiciles indicating the anticipated number of Flight Attendants to be furloughed by domicile and will offer an equivalent number of leaves of absence at those domiciles where the reduction will occur. The actual number and duration of such leaves to be granted at each domicile will be determined by the Company.

When Flight Attendants are furloughed due to a reduction in force the Flight Attendants with the least system seniority in the job classification at the domiciles where the reduction occurs will be given furlough notice as specified in (A) above. At the time of issuing said furlough notice, the Company will post a bulletin in all domiciles containing the following information:

1. Names of those Flight Attendants receiving furlough notices.
2. Locations where vacancies exist by classification.
3. The names, location and classification wherein the least senior Flight Attendants who are subject to displacement are based.

(The information required to be posted in accordance with the provisions of paragraph (B) 3 above, will not be required when no further displacements will occur.)

Flight Attendants who have been issued furlough notice shall, within seven (7) days of such notice being issued,

send a telegram to the Company specifying their desire to accept the furlough or indicating those locations and classifications into which they will accept a transfer or displacement, in order of their preference. Telegram notifications shall be addressed to the Director, In-Flight Services Budgets And Controls, 605 Third Avenue, New York, New York 10158. Once having indicated their preferences for filling vacancies, displacement or furlough, Flight Attendants will not be permitted to refuse the award of said option. Exercise of displacement rights shall be as specified below and the Flight Attendant may only displace another Flight Attendant with less system seniority at a location specified in the above mentioned bulletin.

(1) When all telegram preferences have been received from Flight Attendants who have been issued furlough notice the Company shall award vacancies or displacement in system seniority order.

(2) Flight Attendants who are furloughed due to a reduction in force or who have been displaced may elect any of the options set forth below for his/her respective classification:

INTERNATIONAL SERVICE MANAGER:

1. Bid any International Service Manager vacancy on the system.
2. Displace the most junior International Service Manager on the system.
3. Displace the most junior Purser at the same domicile.
4. Displace the most junior Purser on the system.
5. Displace the most junior International Cabin Attendant at the same domicile.
6. Displace the most junior International Cabin Attendant on the system.
7. Displace the most junior Domestic Cabin Attendant at the same location.

8. Displace the most junior Domestic Cabin Attendant on the system.
9. Furlough.

DOMESTIC SERVICE MANAGER:

1. Bid any Domestic Service Manager vacancy on the system.
2. Displace the most junior Domestic Service Manager on the system.
3. Displace the most junior Domestic Cabin Attendant at the same domicile.
4. Displace the most junior Domestic Cabin Attendant on the system.
5. Furlough.

FLIGHT PURSER:

1. Bid any Purser vacancy on the system.
2. Displace the most junior Purser on the System.
3. Displace the most junior International Cabin Attendant at the same domicile.
4. Displace the most junior International Cabin Attendant on the system.
5. Displace the most junior Domestic Cabin Attendant at the same location.
6. Displace the most junior Domestic Cabin Attendant on the system.
7. Furlough.

INTERNATIONAL CABIN ATTENDANTS:

1. Bid any Cabin Attendant vacancy on the system.
2. Displace the most junior International Cabin Attendant on the system.
3. Displace the most junior Domestic Cabin Attendant at the same location.
4. Displace the most junior Domestic Cabin Attendant on the system.
5. Furlough.

DOMESTIC CABIN ATTENDANTS:

1. Bid any Cabin Attendant vacancy on the system.
2. Displace the most junior Cabin Attendant on the system.
3. Furlough.

(C) Changes in base station as a result of exercising displacement options shall be without expense to the Company but non-positive air transportation on the Company's system shall be furnished to the extent permitted by law and in accordance with Company regulations. Flight Attendants who are displacing will exercise their system seniority in the Flight Attendant position for purposes of vacation, rates of pay, sick leave and bidding provisions of this agreement.

(D) An employee who has been furloughed due to a reduction in force shall file his/her address with the Company's Industrial Relations Department and thereafter shall promptly advise the Company of any change in address.

(E) An employee on furlough shall not be entitled to preference in re-employment and his/her name shall be removed from the seniority list if he/she does not comply with the requirement of paragraph (D) of this Article, or if he/she does not notify the Company in writing or by telegraphing of his/her intention to return to the service within fifteen (15) days of sending notice offering re-employment; or if he/she does not return to the service of the Company on or before the date specified in the notice offering such re-employment.

(F) Employees furloughed due to a reduction in force on return to duty within five (5) years from the furlough date, shall be allowed, for seniority purposes but not for purposes of determining future pay rate, all time accrued prior to returning to duty. At the end of five (5) years after the date of furlough, the furlough shall expire and the employee's name shall be removed from the seniority list(s).

(G) Flight Attendants who have been furloughed or displaced or who have displaced into a lower classification will be recalled in seniority order to the classification from which furloughed or displaced prior to the processing of all other bids on file. Furloughed Flight Attendants shall, upon notice of recall, indicate in order of preference those domiciles to which they will accept assignment. Assignments to domiciles will then be made in seniority order from among those Flight Attendants being recalled and those Flight Attendants who have standing bids on file. The priority of recall to the classification(s) will apply only to the first available vacancy offered in the classification(s) to the furloughed or displaced employee.

(H) A Flight Attendant who's furloughed due to reduction in force shall receive furlough pay as provided in paragraph (K) of this Article, subject to the limitations and conditions set forth therein.

(I) A Flight Attendant will not be eligible for or receive furlough pay if any of the following conditions exist:

(1) The Flight Attendant has not completed at least one (1) year with the Company, on pay status in a position covered by this Agreement. For the purpose of this paragraph "pay status" includes all time spent in a position covered by the Agreement, exclusive of leaves of absence or furlough.

(2) The Flight Attendant remains in the employ of the Company in any position.

(3) The Flight Attendant fails to exercise his/her seniority which would enable the Flight Attendant to remain in the employ of the Company, except where such exercise of seniority would require moving to a new geographic location.

(4) The Flight Attendant is dismissed for cause, resigns, retires, or accepts personal time off.

(5) The Flight Attendant has been furloughed as a result of a temporary reduction occasioned by strikes or other work stoppages, grounding of a substantial number of the Company's aircraft other circumstances beyond the Company's control, or a seasonal schedule reduction of less than four (4) months duration.

(J) An employee recalled to work under the terms of this Article after being on furlough for more than four (4) months who is again furloughed under conditions that would entitle him/her to furlough pay, shall be entitled to the amount specified for his/her service with the Company in accordance with paragraph (K) of this Article, less the dollar amount received on the occasion of the previous furlough, provided, that such dollar amount deduction shall not be made if such employee completes at least one additional year of active service with the Company under this Agreement from the date on which he/she reported for duty upon the occasion of the prior recall.

(K) The amount of furlough pay under this paragraph shall be based on the length of active service with the Company as above defined in paragraph (I). It shall be computed on the Flight Attendant's base pay at the time of furlough as follows:

Years of Service	Benefit
1 Year	2 Weeks
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12

(L) When the requirements of the International Operations are to be reduced due to seasonal fluctuations, each employee affected thereby shall receive at least two (2) weeks' written notice of such reduction.

ARTICLE 13

FILLING OF VACANCIES

(A) Flight Attendants who desire to transfer to a different base station or classifications may file a permanent bid in writing with the Company, stating the station(s) and/or classification(s) (listing them in order of preference, if more than one) to which they desire to transfer. However, employees will not be permitted to transfer until the completion of their probationary period. All bids must be filed with the Director—In-Flight Services, Budgets and Controls, 605 Third Avenue, New York, New York 10158. When vacancies occur in positions expected to last ninety (90) days or longer, the employees having the most system seniority, subject to the provisions of Article 12(G), who are qualified to perform the job and who have bids on file, will be offered an opportunity to transfer and fill the vacancy. Any employee transferring to fill such vacancy shall be available to begin the assignment on the date set by the Company, which shall be not less than seven (7) days from the date notified of the assignment. An employee shall be allowed a reasonable period between the time he/she is relieved of duties and the time required to report at the new location. Such time shall be established in advance and shall be dependent upon the means of travel. Before a bid is accepted for International Operations, a Flight Attendant must s ıow proof of ability to secure a passport within a thirty (30) day period.

(B) If no bids are on file at the time the vacancy occurs, special bids may be requested for filling the vacancy. If no qualified employee expresses a desire to transfer, the vacancy may be filled by assigning the most junior qualified employee to the position, or, in the Company's discretion, by

hiring a new employee. When special bids are requested, the bulletin will state the numbers of vacancies to be filled, the base station of each vacancy, and a reasonable deadline date after which bids will not be considered, which date will not be less than ten (10) days after the date the bulletin is posted. Bids under this paragraph must be made by telegram addressed to the appropriate Company official named in (A) of this Article.

(C) Employees involuntarily assigned pursuant to paragraph (B) above shall have prior rights to displacement in lieu of the most junior employees at the station where the displacement occurs. Such employee shall have the prerogative of returning to the base station from which the involuntary assignment was made.

(D) The Company will, at least once each month, post a list of all standing (permanent) bids for all classifications at all domiciles where Flight Attendants are based. If a Flight Attendant fails to withdraw a standing (permanent) bid prior to the bid being awarded, the Flight Attendant will not be permitted to refuse the award, except in cases due to a hardship.

(E) Vacancies expected to continue ninety (90) days or less will be considered as temporary vacancies. Employees may file a bid for temporary vacancy on the permanent bid form described in paragraph (A) above. Such temporary vacancies expected to be more than fifteen (15) days will be bulletined and such bulletin will state the number of vacancies to be filled at each base station. If sufficient bids for temporary vacancies are not received, the Company will assign the most junior qualified employee at the nearest station having an excess where the vacancy exists. Likewise, in case of temporary vacancies of less than fifteen (15) days, the Company will assign the most junior qualified employee at the nearest station where the vacancies exist. Only in an emergency will a Flight Attendant be assigned from the International Division to the Domestic Division (or the reverse) and then only in inverse order of seniority.

When such assignments are made between divisions, the Company will notify the President, IFFA, in writing of such assignments. Such notification shall include the number of Flight Attendants involved, the domicile to and from which assigned, the expected duration and the reasons therefor. Employees assigned temporary vacancies will be allowed an expense allowance of $25.00 per day in addition to the expenses under Articles 4(A)(1), 4(A)(2), 4(A)(3)(b), 4(B)(1)(c), and 4(B)(1)(f) as appropriate. In addition, the Company will provide suitable lodging for a Flight Attendant on temporary assignment at the temporary domicile. In the event the Company fails to provide suitable lodging, the Flight Attendant will be allowed the actual/reasonable expenses for the necessary lodging. Single trip assignments involving a change in geographic location will be considered temporary assignments for purposes of this Paragraph 13(E); however, the trip formula under Articles 6-A(D) or 6-B(E) will be calculated as if the Flight Attendant was based at the temporary domicile. Employees, in lieu of receiving an expense allowance of $25.00 per day may elect to receive a pass (Class 6, Non-Positive). In making requests for International operation employees to fill temporary vacancies in bases outside the United States, the Company will request the most senior employee who is available and qualified for the position taking into consideration any preference which has been filed with the Company and first considering any requests for extensions from employees then holding such assignments.

(F) Successful bidders shall pay their own moving expenses to their new station, except that the Company shall furnish Flight Attendants and members of the employee's immediate family who are residing with, and dependent upon the employee, non-positive transportation on the Company's system to the extent permitted by law and in accordance with Company regulations.

(G) The bidding procedures set out herein shall apply with the following exceptions; In the event the Company determines that there is an excess number of Flight Pursers at any International Operations station and that a vacancy or vacancies exists at another International Operations station but the system Flight Purser requirements remain unchanged, bids submitted by qualified Flight Pursers at the station at which such excess exists shall, regardless of the seniority of other bidders, have first preference in filling such vacancy or vacancies. In selecting between qualified Flight Pursers based at the station where the excess exists, system seniority will govern. In the event the Flight Pursers at the station at which such excess exists fail to bid in sufficient numbers to fill the vacancy or vacancies, the most junior Flight Purser at such station who is qualified shall be assigned by the Company to such vacancy or vacancies. The Company may reject any bid from any Flight Purser based on International Operations if such employee has not been based at his current station (including any preceding overseas domicile at which he may have been involuntarily displaced) for a period of at least thirty (30) months. In filling positions at stations outside the United States expected to last ninety (90) days or longer, the employees having the most system seniority, who are qualified to perform the job and who have bids on file, will be offered an opportunity to transfer and fill the vacancy.

(H) Future vacancies within the Flight Purser category will be filled in the following descending order:

1. By bids from displaced or furloughed Pursers.
2. By bids from qualified Flight Attendants in seniority order.
3 By hiring new qualified employees.

(I) Names of successful bidders will be posted at each domicile where employees in the status concerned are based.

The transfer of the Flight Attendant from International to Domestic operation or the reverse which will be handled as follows:

1. INTERNATIONAL TO DOMESTIC

(a) Base Pay Computation

Base pay shall be computed by multiplying the number of days assigned to the International operation times the applicable daily base rate and paid at the appropriate International rate. The remaining days shall be paid at the applicable Domestic rate computed in the same manner.

$$\frac{\text{Monthly Base Rate Times Twelve (12) (Months in a Year)}}{\text{Three Hundred Sixty-Five (365) (Days in a Year)}} = \text{Daily Rate}$$

(b) Incentive Pay Computation

(1) All flight pay credit not associated with flight credit accrued during that month as of the date of transfer shall not be carried forward but shall be paid to the Flight Attendant as specified in Article 18 at the applicable International incentive rate.

(2) Incentive pay other than those hours specified in paragraph (1) above shall be computed as follows:

Example: Flight Attendant transferring from International to Domestic on the sixteenth (16) of the month:
$15 \times 2.1 = 31.5$
Flight pay hours in 15 days = 45
$45 - 31.5 = 13.5$

We would then pay 13.5 hours at the applicable incentive rate or the difference between 45 and 31.5.

(c) Hours Limitation

The hours limitation for the month in which the Flight Attendant transfers shall be seventy-five (75) hours except as otherwise provided for in Domestic Article 18-A(D)(7).

(d) Rest Provisions

The provisions in Articles 6-B(T) and 14(B)(3) will be used to determine the appropriate rest required prior to reporting for flight duty.

2. DOMESTIC TO INTERNATIONAL

(a) Base Pay Computation

Base pay shall be computed by multiplying the number of days assigned to Domestic by the applicable daily rate of Domestic base pay and paid at the appropriate Domestic rate. The remaining days shall be paid at the applicable International rate computed in the same manner.

$$\frac{\text{Monthly Base Rate Times Twelve (12) (Months in a Year)}}{\text{Three Hundred Sixty-Five (365) (Days in a Year)}} = \text{Daily Rate}$$

(b) Incentive Pay Computation

All excess credit hours carried forward from the previous month as specified in Article 18-A shall not be carried forward but shall be paid to the Flight Attendant at the applicable Domestic incentive rate. For limitation purposes the above-mentioned hours shall be considered and the Flight Attendant's maximum quarterly limitation for scheduling purposes shall be reduced accordingly.

Example: Flight Attendant transferring from Domestic to International on the sixteenth (16) of the month:
$15 \times 2.1 = 31.5$

Flight pay hours in 15 days = 45
45 - 31.5 = 13.5

(c) Hours Limitation

The hours limitation shall be the standard 235.5/255 quarterly limitation including the excess credit hours brought forward as specified above.

(d) Rest Provisions

Rest provisions of Articles 6-A(R) and (S) and 14(B)(3) shall be used to determine the rest required prior to reporting for flight duty.

(J) The Company will pay a penalty of twenty-five dollars ($25.00) to a Flight Attendant for each flight assignment in which he/she is upgraded to a Purser or Service Manager classification. The upgraded Flight Attendant will receive the higher rate of pay.

* * *

ARTICLE 18-A

SCHEDULING OF DOMESTIC FLIGHT ATTENDANTS

* * *

(D) Domestic Domicile Scheduling Policy

(1) Purpose

To establish a policy outlining the methods to be used to schedule Flight Attendants out of their respective base stations.

(2) General

(a) Whenever a change of flight times, stops, layover points occurs on the domicile flight assignments, or if flights are added or deleted after the closing of bid preference period, the decision regarding posting of new preference sheets shall be made by the General Manager, In-Flight Services of the respective base station after consulting with the local

scheduling representative(s). Such decision is to be made on the basis of the extent of such changes and the time of the month.

At the time the bid package is distributed to all Flight Attendants at the domicile it shall contain a cover letter, all commercial flights which can be sequenced, the number of relief runs as required and reserve sequences.

1) The following information shall be included in the pairings:

   a) Flight number
   b) Equipment
   c) Departure Time
   d) Crew Change Station
   e) Scheduled Stops
   f) Arrival Time
   g) Layover Station and Time
   h) Total Trip Hours
   i) Total Scheduled Block-To-Block
   j) Deadhead in a flight pairing
   k) Total round-trip credit/pay
   l) Pairing number

2) In construction of bid lines the following information shall be included, as appropriate in the bid lines or reserve schedules:

   a) Orginating flight number or in the case of deadhead, it will show deadhead and the first operating flight.
   b) The number of required Flight Attendants per line.
   c) Total credit and total pay per flight and per line.
   d) Bid line sequence number.
   e) Reserve spreads/prescheduled duty free days.
   f) Day and date of departure and return to domicile.
   g) Type(s) of equipment.

3) The cover letter shall contain the following information:

   a) Dates of Bid duration.
   b) Domicile.
   c) Times of reserve call-in periods and an example.
   d) Closing time and date of submission of Flight Attendant option form as specified in (7)(f).

(3) Prepartion of Bid Runs

(a) The scheduling of Flight Attendants out of each base station shall be in accordance with seniority and the provisions of the Agreement. Since all situations cannot be covered, any question of interpretation should be brought to the attention of the General Manager, In-Flight Services of the respective base station. If such interpretation is not satisfactory to the Flight Attendant involved, he/she shall nevertheless follow instructions received from the General Manager, In-Flight Services of the respective base station without prejudice to the Flight Attendant's rights under Article 16 of the Agreement.

(b) In each category at each base station, bid runs shall be posted and bid in accordance with this Article. The minimum number of relief runs anticipated shall be indicated in the bid package. Relief bids will be constructed after completion of initial balancing and shall be construed to be bid runs.

(c) Concurrently with posting and bidding of bid runs, as provided in (b) above, reserve spreads shall be posted and bid. These reserve run selections shall be posted in such a manner as to reflect the date of the projected reserve spread for each Flight Attendant awarded a reserve run selection. The minimum anticipated number of reserve spreads to be granted shall be shown on the bid sheet. A Flight Attendant may bid and be assigned a bid run or re-

serve spread in the Flight Attendant's category. Flight Attendant categories for the purpose of this provision are Service Manager and Cabin Attendant. Each Flight Attendant in each such category who does not hold a bid run shall hold a reserve spread.

(4) Flight Attendant Assignment and Bidding

Bid packages shall be distributed no later than the twelfth (12th) day of each month. Flight Attendants will be allowed a minimum of eight (8) days, information permitting, to express their preferences. Closing date of the bids as indicated on the cover letter of the bid package shall be no earlier than the twentieth (20th) of the month.

The date and time of the closing of bids as indicated on the cover letter shall be final and binding in all instances.

The System Scheduling meeting as specified in paragraph 18-A(B) above shall be conducted as early in the month as possible, but in no event later than the sixteenth (16th) day of the month.

(a) Each Flight Attendant should indicate a minimum of six (6) choices on the preference sheet regardless of seniority. Such choices should include at least two (2) separate flight assignments. Reserve Flight Attendants desirous of being moved up to a pattern of open flights that can be developed into a line of time subsequent to the initial balance and prior to the 7th day of the month should indicate "open time" prior to their preferences for reserve run selections.

The letter "O" should be indicated in the appropriate block on the bid preference sheet.

(b) Each run selection shall be numbered and lettered. Run selections may be made singularly or in series.

For series bidding, the run numbers must be side by side with a dash in the position column in between.

Example:

Series Bid: 999Z - A bid in ascending run order for all runs and available positions; 110-115Z - A bid in ascending run order for all inclusive runs and available positions; 140-137C - A bid in descending run order for all inclusive runs and positions.

Position: "A" signifies a bid for the senior Cabin Attendant position, "B" signifies that either "A" or "B" is acceptable, "C" signifies that either "A", "B" or "C" is acceptable, etc. "Z" in the position column always means a bid for all available positions.

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NOTE: The "A", "B" and "C" in no way relate to the position or duties Flight Attendants will assume on the airplane.

(c) Each Flight Attendant shall complete the line provided on the bid preference sheet to indicate his/her preference of flights for balances and relief bid purposes. Such preference must be identified by flight numbers.

A Flight Attendant bidding for a relief run may express his/her relief run preferences and balance preferences as outlined below by listing the appropriate letter code on line seventeen (17) of the bid sheet. To the extent possible preferences will be awarded in the order listed.

A - Specific time off

B - Weekends off

C - Commercial flights

D - Charter Flights

E - Commercial and charter flights combination

F - Long flights

G - Short flights

H - Long and short flights combination

A Flight Attendant may indicate in the appropriate box on the monthly bid preference sheet his/her request to use excess credit carried forward from the previous month (bow-wave), if she/he has a sufficient amount, to avoid initial balancing. Use of bow-wave for this purpose shall not result in make up base pay.

(d) It will be the responsibility of each Flight Attendant to ensure that his/her preference sheet is deposited in the locked box or receptacle provided for that purpose by the time and date of the closing of bid preferences. Nonreceipt of a bid preference sheet will be handled in accordance with paragraph (5)(d) below.

(e) When two Cabin Attendants desire to fly together during a bid period, the senior of the two shall not bid. The senior Cabin Attendant must only list the name and payroll number of the Cabin Attendant with whom he/she wishes to fly on the bid sheet. The junior Cabin Attendant must list all the bids and must also write the name and payroll number of the Cabin Attendant with whom he/she wishes to fly. If the junior Cabin Attendant fails to write the name and payroll number of the senior Cabin Attendant, the senior Cabin Attendant shall be handled in accordance with paragraph (5)(d) below.

NOTE: If a senior Cabin Attendant enters any bid preferences the request for partner preference is negated.

(f) Flight Attendants who are absent from their base station by reason of vacation, illness, personal time

off, leaves of absence or irregular flight operations during the period preferences are posted for bid shall be responsible for having their preferences submitted to the Crew Schedule Department. Valid excuses will not be limited to the above. Under unusual circumstances permission may be obtained from the General Manager - In-Flight Services to bid by telegram.

The bid preferences must be received by the Crew Schedule Department prior to the time and date of the close of bid preferences. If the above bid preferences are submitted by either telegram or certified U.S. Mail the Company will not be responsible for the nonreceipt of any bid preferences submitted in accordance with the above.

(g) All domiciles shall forward to all other domiciles (including International domiciles) their bid packages as soon as they are distributed. These bid packages will be available in the domicile crew scheduling offices in order to provide information to Flight Attendants transferring per paragraphs (5)(e) and (f) below.

(5) Awarding Of Run Selections

(a) Run selections shall be awarded in accordance with seniority and posted. Every effort shall be made to post the run selection awards within forty-eight (48) hours after the time and date of the closing of bid preferences.

Flight Attendants may call Crew Schedule during specified hours for bid results. Those specified hours will be indicated on the cover letter of the bid package.

If the bid results are not posted forty-eight (48) hours prior to the beginning of the new bid period, Flight Attendants may call Crew Schedule other

than the specified times indicated on the cover letter for results.

At each domicile for each classification, copies of the alphabetical listing of monthly bid awards will be available for use by Flight Attendants.

(b) Pursuant to paragraph (4)(e) above, when awarding bids, the senior Cabin Attendant will be by-passed until the junior Cabin Attendant with whom he/she wishes to fly is reached. If there is only one open position on a flight, neither Cabin Attendant will be awarded it since they requested to fly together.

(c) Flight Attendants who will be unavailable for an entire period will be by-passed in the awarding of bids. In the event a Flight Attendant returns to duty during the month, he/she will be given a sequence of open flights or a reserve schedule. However, those Flight Attendants who are expected to be on personal illness for thirty (30) days or more during a bid period will be awarded a bid run, seniority permitting, for the purpose of trips missed for sick leave. Effective with the implementation of the trips missed concept for jury duty, industrial injury and vacation, Flight Attendants who will be unavailable for an entire bid period as a result of such status may, seniority permitting, be awarded a bid run for the sole purpose of establishing trips missed credit.

(d) If a Flight Attendant fails to bid or submits insufficient bids, his/her assignment, after all other awards have been made, shall be in seniority order and in the following order: A run selection, relief run selection, a pattern of open flights or reserve. However, in any month in which it is necessary to rebid due to schedule changes, a Service Manager or Cabin Attendant who was absent from his/her base station during the period in which bid preference sheets were posted for bid shall be awarded a bid in accordance with his/her original bid for the month.

NOTE: If the run selection originally bid by such Service Manager or Cabin Attendant has been eliminated because of the scheduled change, and a rebid occurs as specified above he/she would revert to his/her next choice, etc.

(e) A Flight Attendant who is scheduled to transfer to another base station or who will resign during a bid period shall be entitled to bid at his/her present base station, only if he/she will be available at his/her present base station for a minimum of fifteen (15) days during such bid period; otherwise, he/she will be assigned to a pattern of open flights or to reserve.

(f) If a Flight Attendant's request for transfer to a new base station is awarded prior to or during the period bid preference sheets are posted at his/her new base station and he/she will be available for a minimum of fifteen (15) days during the subsequent bid period, such Flight Attendant may file a bid by either hand-delivered telegram or certified U.S. mail, addressed to the Manager - Flight Attendant Utilization. Such bid must be received by the Manager - Flight Attendant Utilization prior to the closing of bids at that station. In the event such a bid is not received, the Flight Attendant will be assigned to a bid line, relief line, open time line or reserve whichever is available. Under extenuating circumstances, such as short notice of transfer or emergencies, his/her supervisor may, on occasion, accept telephone bids from the transferee.

(g) Run selections shall not be traded.

(h) Run selections not covered by bid shall be assigned in order of seniority.

(i) Flight assignments which form a complete relief run selection will normally be constructed by the first day of the bid period but in no case later than 0001 of the seventh (7th) day of such bid period. In no case will be relief run holder be considered a reserve during any part of the bid period.

(j) If, subsequent to the initial balancing, but prior to the 7th day of the month, there is open time that can be developed into additional Flight Attendant lines of time, such lines will be subject to the provisions of paragraph (5)(i) above, and may be awarded in seniority order, in their respective categories, amongst the following: Insufficient bidders, transferees or Flight Attendants holding a reserve run selection who have indicated a preference for Open Time.

(k) Subject to reserve availability, Flight Attendants who bid or are assigned a reserve run selection in any bid period they are scheduled for vacation, may have their reserve spread attached to their vacation provided they specifically state in writing to the Flight Attendant Crew Planner.

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ARTICLE 18-B

SCHEDULING OF INTERNATIONAL FLIGHT ATTENDANTS

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(D) International Domicile Scheduling Policy

(1) Purpose

To establish a policy outlining the methods to be used to schedule Flight Attendants out of their respective base stations.

(2) General

(a) Whenever a change of flight times, stops, layover points occurs on the domicile flight assignments, or if flights are added or deleted after the closing of bid preference period, the decision regarding posting of new preference sheets shall be made by the General Manager, In-Flight Services of the respective base station after consulting with the local scheduling representative(s). Such decision is to be made on the basis of the extent of such changes and the time of the month.

At the time the bid package is distributed to all Flight Attendants at the domicile it shall contain a cover letter, all commercial flights which can be sequenced, the number of relief runs as required and reserve sequences.

1) The following information shall be included in the pairings:

a) Flight number
b) Equipment
c) Departure Time
d) Crew Change Station
e) Scheduled Stops
f) Arrival Time
g) Layover Station and Time
h) Total Trip Hours
i) Total Scheduled Block-To-Block
j) Deadhead in a flight pairing
k) Total round-trip credit/pay
l) Pairing number

2) In construction of bid lines the following information shall be included, as appropriate in the bid lines or reserve schedules:

a) Originating flight number or in the case of deadhead, it will show deadhead and the first operating flight.

b) The number of required Flight Attendants per line.
c) Total credit and total pay per flight and per line.
d) Bid line sequence number.
e) Day and date of departure.
f) Layover Destination.
g) Type(s) of equipment.

NOTE: 747/707 pay comparison as specified in Letter of Agreement V will be provided for informational, but not for limitation, purposes.

3) The cover letter shall contain the following information:

a) Date of Bid duration.
b) Domicile.
c) Times of reserve set up periods and an example.

(b) The scheduling of Flight Attendants out of each base station shall be in accordance with seniority and the provisions of the Agreement. Since all situations cannot be covered, any question of interpretation should be brought to the attention of the General Manager, In-Flight Services of the respective base station. If such interpretation is not satisfactory to the Flight Attendant involved, he/she shall nevertheless follow instructions received from the General Manager, In-Flight Services of the respective base station without prejudice to the Flight Attendant's rights under Article 16 of the Agreement.

(c) In each category at each base station, bid runs shall be posted and bid in accordance with this Article. The minimum number of relief runs anticipated shall be indicated in the bid package. Relief bids will be constructed after completion of any

required balancing and shall be construed to be bid runs.

(d) A Flight Attendant may bid and be assigned a bid run or reserve schedule in the Flight Attendant's category. Flight Attendant categories for the purpose of this provision are Service Manager, Purser and Cabin Attendant. Each Flight Attendant in each category who does not hold a bid run shall hold a reserve schedule.

(e) The thirty-nine (39) hour legal rest provision as specified in Letter of Agreement IX shall not apply to reserves.

(3) Preparation of Run Selections

Prior to consulting with the Domicile Schedule representative(s) the General Manager In-Flight Services of the respective base station shall analyze the commercial flight assignments and develop them into bid runs.

(a) Domicile bid runs shall include all known commercial flight time assigned to that domicile which can be sequenced and developed so as to use, to the extent possible, all of a Flight Attendant's allowable quarterly hours as set forth in this Agreement. Nothing in this paragraph or in (7)(b) below shall require the Company to post for bid sequences that yield less than sixty-five (65) pay hours. As a result of this paragraph, the parties recognize that there may be sequences constructed in excess of ninety (90) hours.

(b) Consistent with this Agreement, flight assignments on International will be developed and posted for bid on a one month basis. To the extent possible, each bid package shall be developed so as to consist of single flight assignments.

(c) Relief run selections will be established and posted as required to protect open flight time, except that relief run selections will not be posted for those Flight Attendants who are scheduled to be unavailable for an entire bid period other than as provided in (5)(c) below.

(d) In order to construct more desirable bid lines and/or to avoid operational problems such as illegalities, the Union Scheduling Committee may, on a month to month basis, waive restrictions regarding the construction of monthly bid lines.

(e) A Flight Attendant who desires to exceed the quarterly pay limitation for the third month of the quarter as outlined in Article 6-B(A) must indicate such option in the appropriate space on the monthly bid preference sheet. In no way will this provision be construed to allow the Company to unilaterally balance or add additional flight time above the quarterly pay limitation without Flight Attendant concurrence, except as specified in Article 6-B(V).

(4) Flight Attendant Assignment and Bidding

Bid packages shall be distributed, whenever possible, twenty (20) days prior to the end of each month. Flight Attendants will be allowed a minimum of ten (10) days, information permitting, to express their preferences. All such preferences must be legible. The date and time of closing of the bid preference period shall be indicated on the cover letter of the bid package and such date and time shall be final and binding in all instances.

(a) Each Flight Attendant should indicate a minimum of six (6) choices on the preference sheet regardless of seniority. Such choices should include at least two (2) separate flight assignments. Reserve Flight Attendants desirous of being moved up to a

pattern of open flights that can be developed into a line of time subsequent to any required balancing and prior to the 7th day of the month should indicate "open time" prior to their preferences for reserve run selections.

The letter "O" should be indicated in the appropriate block on the bid preference sheet.

(b) Each run selection shall be numbered and lettered. Run selections may be made singularly or in series. For series bidding, the run numbers must be side by side with a dash in the position column in between.

Example:

Series Bid: 999Z - A bid in ascending run order for all runs and available positions; 110-115Z - A bid in ascending run order for all inclusive runs and available positions; 140-137C - A bid in descending run order for all inclusive runs and positions.

Position: "A" signifies a bid for the senior Cabin Attendant position, "B" signifies that either "A" or "B" is acceptable, "C" signifies that either "A", "B" or "C" is acceptable, etc. "Z" in the position column always means a bid for all available positions.

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NOTE: The "A", "B" and "C" in no way relate to the position or duties Flight Attendants will assume on the airplane.

(c) Each Flight Attendant shall complete the line provided on the bid preference sheet to indicate his/her preference of flights for balance purposes. Such preference must be identified by flight numbers. A Flight Attendant bidding for a relief run may express his/her relief run preferences and

balance preferences as outlined below by listing the applicable letter code on the appropriate line of the bid sheet. To the extent possible preferences will be awarded in the order listed.

A - Specific time off

B - Weekends off

C - Commercial flights

D - Charter flights

E - Commercial and charter flights combination

F - Long flights

G - Short flights

H - Long and short flights combination

I - Intra-European

J - Combination of flights for maximum quarterly time

K - Back to Back flights.

(d) It will be the responsibility of each Flight Attendant to ensure that his/her preference sheet is deposited in the locked box or receptacle provided for that purpose by the time and date of the closing of bid preferences. Nonreceipt of a bid preference sheet will be handled in accordance with paragraph (5)(d) below. This provision shall not be applicable to the bidding practice currently in effect at JFK-I for Flight Pursers and Service Managers.

(e) When two Cabin Attendants desire to fly together during a bid period, the senior of the two shall not bid. The senior Cabin Attendant must only list the name and payroll number of the Cabin Attendant with whom he/she wishes to fly on the bid sheet. The junior Cabin Attendant must list all the bids and must also write the name and payroll number

of the Cabin Attendant with whom he/she wishes to fly. If the junior Cabin Attendant fails to write the name and payroll number of the senior Cabin Attendant, the senior Cabin Attendant shall be handled in accordance with paragraph (5)(d) below.

NOTE: If a senior Cabin Attendant enters any bid preferences the request for partner preference is negated.

(f) Flight Attendants who are absent from their base station by reason of vacation, illness, personal time off, leaves of absence or irregular flight operations during the period preferences are posted for bid shall be responsible for having their preferences submitted to the Crew Schedule Department. Valid excuses will not be limited to the above. Under unusual circumstances permission may be obtained from the General Manager - In-Flight Services to bid by telegram.

The bid preferences must be received by the Crew Schedule Department prior to the time and date of the close of bid preferences. If the above bid preferences are submitted by either telegram or certified U.S. Mail the Company will not be responsible for the nonreceipt of any bid preferences submitted in accordance with the above.

(g) All domiciles shall forward to all other domiciles (including Domestic domiciles) their bid packages as soon as they are distributed. These bid packages will be available in the domicile crew scheduling offices in order to provide information to Flight Attendants transferring per paragraphs (5)(e) and (f) below.

(5) Awarding Of Run Selections

(a) Run selections shall be awarded in accordance with seniority and posted. Every effort shall be

made to post the run selection awards within forty-eight (48) hours after the time and date of the closing of bid preferences.

Flight Attendants may call Crew Schedule during specified hours for bid results. Those specified hours will be indicated on the cover letter of the bid package.

If the bid results are not posted forty-eight (48) hours prior to the beginning of the new bid period, Flight Attendants may call Crew Schedule other than the specified times indicated on the cover letter for results.

At each domicile for each classification, copies of the alphabetical listing of monthly bid awards will be available for use by Flight Attendants.

(b) Pursuant to paragraph (4)(e) above, when awarding bids, the senior Cabin Attendant will be by-passed until the junior Cabin Attendant with whom he/she wishes to fly is reached. If there is only one open position on a flight, neither Cabin Attendant will be awarded it since they requested to fly together. If neither Cabin Attendant is able to be awarded an open position, their assignment, after all other awards have been made, shall be in seniority order and in the following order: A run selection, a pattern of open flights, or reserve.

(c) Flight Attendants who will be unavailable for an entire bid period will be by-passed in the awarding of bids. In the event a Flight Attendant returns to duty during the month, he/she will be given a sequence of open flights or a reserve schedule. However, those Flight Attendants who are expected to be on personal illness for thirty (30) days or more during a bid period will be awarded a bid run, seniority permitting, for the sole purpose of trips missed for sick leave. Effective with the implementation of the trips missed concept for jury duty, industrial injury, and vacation, Flight Attendants who will be unavailable for an entire bid period as a result of such status may, seniority permitting, be awarded a bid run for the sole purpose of establishing the trips missed credit/pay.

(d) If a Flight Attendant fails to bid or submits insufficient bids, his/her assignment, after all other awards have been made, shall be in seniority order and in the following order: A run selection, relief run selection, a pattern of open flights or reserve. However, in any month in which it is necessary to rebid due to schedule changes, a Flight Attendant who was absent from his/her base station during the period in which bid preference sheets were posted for bid shall be awarded a bid in accordance with his/her original bid for the month.

NOTE: If the run selection originally bid by such Flight Attendant has been eliminated because of the schedule change, and a rebid occurs as specified above he/she would revert to his/her next choice, etc.

(e) A Flight Attendant who is scheduled to transfer to another base station or who will resign during a bid period shall be entitled to bid at his/her present base station, only if he/she will be available at his/her present base station for a minimum of fifteen (15) days during such bid period; otherwise, he/she will be assigned to a pattern of open flights or to reserve.

(f) If a Flight Attendant's request for transfer to a new base station is awarded prior to or during the period bid preference sheets are posted at his/her new base station and he/she will be available for a minimum of fifteen (15) days during the subsequent bid period, such Flight Attendant may file a bid by either hand-delivered telegram or certified

U.S. mail, addressed to the Manager - Flight Attendant Utilization. Such bid must be received by the Manager - Flight Attendant Utilization prior to the closing of bids at that station. In the event such a bid is not received, the Flight Attendant will be assigned to a bid line, relief line, open time line or reserve whichever is available. Under extenuating circumstances, such as short notice of transfer or emergencies, his/her supervisor may, on occasion, accept telephone bids from the transferee.

(g) Run selections shall not be traded.

(h) Run selections not covered by bid shall be assigned in order of seniority.

(i) Flight assignments which form a complete relief run selection will normally be constructed by the first day of the bid period but in no case later than 0001 of the seventh day of such bid period. In no case will the relief run holder be considered a reserve during any part of the bid period.

(j) If, subsequent to any required balancing, but prior to the 7th day of the month, there is open time that can be developed into additional complete lines of time, such lines may be awarded, in seniority order, in their respective categories, amongst the following: Insufficient bidders, transferees or Flight Attendants holding a reserve run selection who have indicated a preference for Open Time. Subsequent to notification of assignment to Open Time, the Flight Attendant shall not be considered a reserve.

* * *

ARTICLE 24

UNION SECURITY

(A) Each employee now or hereafter employed in any classification covered by this Agreement shall, as a condition of continued employment in such work, within sixty (60) days

following the date such employee enters training become a member of, and thereafter maintain membership in good standing (as herein defined), in the Union, except as provided otherwise herein. Such conditions shall not apply with respect to any employee to whom such membership is not available upon the same terms and conditions as are generally applicable to any other member of his classification, or with respect to any employee to whom membership is denied or terminated for any reason other than the failure of the employee to tender the dues uniformly required of other members of his/her classification as a condition of acquiring or retaining membership.

The condition of payment shall be met if the amount due is tendered to the Secretary - Treasurer of the Union in person or is mailed to him/her within the prescribed time limits.

For the purpose of this Article, "membership in good standing in the Union" shall consist of the payment by the employee, not later than the last day of the following calendar month, of dues for each calendar month and initiation fees (not including fines and penalties), which are uniformly required of members of his/her classification as a condition of acquiring or retaining membership. The employee may have his monthly membership dues deducted from his earnings as provided in paragraph (M) of this Article, or he/she may pay his/her membership dues directly to the Union.

(B) Any employee who has not held membership in good standing with the Union at any time on or after March 6, 1947, and who was in the employ of the Company previous to such date shall not be required, as a condition of continued employment, to become a member of the Union as set out in (A) above. However, any such employee who, subsequent to the effective date of this Article and during the term of this Agreement, joins the Union, must thereafter maintain his/her membership in the Union as provided in (A) above.

(C) Notwithstanding any other provisions contained in this Agreement, if any person is transferred or promoted to a position in which she or he is not covered by this Agreement, the provisions, of (A) above shall be inoperative as to such employee. This paragraph (C) shall not apply to an employee who is transferred or promoted on a "Temporary" or "Acting" basis, or any employee given special assignment, or Ambassador Club Hostess assignment, and any employee lent to a subsidiary, affiliate, or other company, who retains and continues to accrue seniority under the first paragraph of Article 10(C).

(D) When any person holding seniority under this Agreement returns to a position covered by this Agreement from layoff, leave of absence, military leave, or a position in which she or he was not covered by this Agreement, the appropriate provisions of this Article shall, at time of return, apply in the same manner as if she or he had been actively employed in such position on the effective date of this Article.

(E) When an employee becomes delinquent by not meeting the requirements of (A) above for "membership in good standing in the Union," the following procedure shall be observed:

(1) The Secretary-Treasurer of the Union shall notify the employee by certified letter, return receipt requested, copy to the Company's Director - Labor Relations, Flight, that the employee is delinquent in the payment of dues as specified herein and accordingly is subject to discharge as an employee of the Company. Such letter shall also notify the employee that she or he make the required payment within fifteen (15) calendar days of the date of mailing of the notice or be subject to discharge under the terms of the Agreement. If the notice above is not received by the employee or is delayed in reaching such employee as the result of the employee's failure to keep both the Company and the Union informed as to her or his correct current mailing address,

no extension in the time limit specified in the original notice is required.

(2) Upon the expiration of the fifteen (15) day period following the mailing of the notice in subsection (1) above, if the employee still remains delinquent the Secretary - Treasurer of the Union may certify in writing to the Company's Director - Labor Relations, Flight, that the employee has failed to make the required payment within the fifteen (15) day grace period and is, therefore, to be discharged.

(3) Upon receipt of a certified notice in writing from the Union to the Company's Director - Labor Relations, Flight, that the employee has failed to make the required payment within the fifteen (15) day period, defined in (E)(1), and therefore is to be discharged, the Company shall notify the employee in writing within twenty-four (24) hours of receipt of the Union's certified notice that he/she must make the required payment to the Union or verify to the Company previous payment made, within fifteen (15) days of the date of mailing of this notice from the Company.

Failure to verify or make such payment within this fifteen (15) day period will result in discharge.

(F) (1) If the employee discharged or to be discharged under this Article contends that she or he is not properly subject to discharge under the terms of this Article she or he may protest such action to the Trans World Airlines Flight Attendants' System Board of Adjustment provided that such protest in writing is mailed to the Board prior to the expiration of the fifteen (15) days set forth in paragraph (E)(3) of this Article. If the employee fails to file a protest with the Board his/her discharge shall be effective upon the expiration of the fifteen (15) day period as set forth in paragraph (E)(3).

(2) If a protest is filed as provided in (F)(1) above, such protest shall be submitted in triplicate to the Chairman

of the System Board of Adjustment, with one copy to be mailed in care of the Director - Labor Relations, Flight, 605 Third Avenue, New York, New York 10158, and the other copy to be mailed in care of the Secretary-Treasurer of the Union. The letter to the Chairman of the Board and both copies shall be sent by certified mail, return receipt requested. In the event no protest is so filed within the above time limits, the action will be considered as proper and will be final and binding upon all parties concerned. Within ten (10) days of receipt of such a protect, the System Board of Adjustment will meet and consider the dispute. A representative of the Company, a representative of the Union, and the employee affected will be allowed to present to the Board all evidence and argument which is pertinent to the issue. Prior to the expiration of the work day following such Board meeting, the Board will issue either a majority decision or a notice of deadlock. If a majority decision is issued, it will be final and binding upon all parties concerned. If a deadlock is reached, and if at the time of the deadlock the Board cannot agree upon a neutral to sit with the Board to decide the dispute, the Board will immediately request the National Mediation Board to appoint a neutral, and the Board will meet with him at the earliest opportunity and decide the dispute. At the meeting of the Board, sitting with a neutral, a representative of the Union, a representative of the Company and the employee affected will be allowed to present to the Board all evidence and argument which is pertinent to the issue. A majority decision of the Board, including the neutral, will be issued within five (5) days after such meeting and will be final and binding upon all parties concerned. The expenses and reasonable compensation of the neutral selected as provided herein shall be borne equally by the parties to this Agreement.

(3) The provisions of Article 16 shall not apply to disputes arising under this Article, and the provisions of the Agreement establishing a System Board of Adjustment shall apply to such disputes except as they are superseded by the above provisions relating to procedures for handling disputes.

(4) During the period a protest is being handled under the provisions of this paragraph (F) and until after final award by the System Board of Adjustment the employee shall not be discharged from the Company as a result of alleged non-compliance with the terms and provisions of this agreement. If a decision is made that the employee should be discharged the discharge shall be effected the day following the issuance of the decision. In the event a reduction in force occurs during such time as an employee's status is being protested under the provisions of this Article, such employee will be considered as having seniority under this Agreement for purposes of effecting the reduction.

(G) Time limits specified in this Article may be extended in individual cases only, and then only by written agreement between the Company and the Union.

(H) An employee discharged under the provisions of the Article shall be deemed to have been "discharged for just cause" within the meaning of the terms of the Agreement.

(I) All letters and notices provided for by this Article shall be sent by certified mail, return receipt requested. Such letters and notices or copies sent to the Union shall be addressed to the Secretary - Treasurer of the Independent Federation of Flight Attendants, 630 Third Avenue, New York, New York 10017, while those sent to the Company shall be directed to the Director - Labor Relations, Flight, 605 Third Avenue, New York, New York 10158.

(J) When an employee is discharged or resigns, she or he will be considered as a new employee for purposes of this Ar-

ticle if she or he returns, at a later date, to pay status under this Agreement.

(K) Both the Union and the Company, or either of them, shall have the right at any time, to notify individual employees directly of any provisions of this Agreement.

(L) When new employees are hired or transferred into classifications covered by this Agreement the Company will furnish monthly to the Union the names, classification, point of employment and payroll register number of such new employees. The Company will furnish to the Union the names, present and previous classification, point of employment and payroll register number of all employees who may transfer out of classifications covered by the Agreement; in addition, the Company will furnish to the Union the names, location, payroll register number and status of employees covered by the Agreement who terminate their payroll status for any reason, such listings will be furnished monthly.

DUES AND INITIATION FEE CHECK-OFF

(M) During the life of this Agreement the Company will deduct from the pay of each member of the Union and remit to the Union initiation fees and monthly membership dues uniformly levied in accordance with the Railway Labor Act, as amended, and the constitution and by-laws of the Union, provided such member of the Union voluntarily executes the agreed form, which is hereinafter included in this Agreement to be known as "check-off form", which shall be prepared and furnished by the Union. The Company will not be required to deduct initiation fees and monthly membership dues from the pay of employees covered by this Agreement unless (i) the Company has received a check-off form and has not received a notice of revocation thereof, and (ii) the dues for the employee conform to the applicable dues for employees of his or her classification at his or her point on the system.

ASSIGNMENT AND AUTHORIZATION FOR CHECK-OFF OF INITIATION FEES AND UNION DUES

TO: TRANS WORLD AIRLINES, INC.

I, (print name) , hereby assign to the Independent Federation of Flight Attendants, my initiation fees and Union dues from any wages earned or to be earned by me as your employee and authorize and direct you to deduct the sum of $____ initiation fees and $____ each month, which are monthly membership dues (or such monthly membership dues as may hereinafter be established by the Union as dues for employees in my present or future classification under the Agreement upon notification to the Company by the Secretary-Treasurer of the Independent Federation of Flight Attendant(s) from one pay check per month and to remit same to the Secretary-Treasurer of the Independent Federation of Flight Attendants. This assignment and authorization may be revoked by me in writing after the expiration of one (1) year from this date, or upon the termination date of the applicable collective bargaining agreement between Trans World Airlines, Inc., and the Union in effect at the time this is signed, whichever occurs sooner. This authorization and direction is made subject to the provisions of the Railway Labor Act, as amended, and in accordance with existing agreement between the Union and the Company.

Employee Register No._____

Classification_____

Domicile_____

Date_____

Signature of Employee_____

Street Address_____

City and State_____

(N) When a member of the Union properly executes such check-off form, the Secretary-Treasurer of the Union shall forward the original signed copy to the Manager of Payroll, Kansas City Administrative Center, Kansas City, Missouri 64195. A check-off form must be completed in a legible manner or it will be returned to the Secretary-Treasurer of the Union for correction. Any notice of revocation as provided for in this Section or the Railway Labor Act, as amended, must be in writing, signed by the employee and two copies delivered by certified mail, addresssed to the Secretary-Treasurer of the Union. Dues deductions will be continued until one (1) copy of such notice of revocation is received by the Manager of Payroll, Kansas City Administrative Center, Kansas City, Missouri 64195, from the Secretary-Treasurer of the Independent Federation of Flight Attendants. Check-off form and notices received by the Manager of Payroll will be stamp-dated on the date received and will constitute notice to the Company on the date received and not when mailed.

(O) When a check-off form, as specified herein, is recieved by the Manager of Payroll fifteen (15) days or more before the issuing date of the first bi-weekly paycheck of the month, deductions will commence with such paycheck and continue thereafter until revoked or canceled as provided in this Article. The Company will remit to the Union a check in payment of all dues collected as soon after the pay day on which deductions were made, as practicable but no later than the 25th day of the month. The Company remittance of Union membership dues to the office of the Secretary-Treasurer of the Union will be accompanied by two (2) copies of a list for each location which includes (1) names, (2) employee register numbers, (3) location numbers, and (4) individual amounts deducted.

(P) An employee who has executed a check-off form and who has been (1) transferred or promoted to a job not covered by the Agreement, (excluding transfers or promotions on a "Temporary" or "Acting" basis), (2) who quits or resigns

from the Company, or is (3) otherwise terminated from the employ of the Company, shall be deemed to have automatically revoked his/her assignment as of the date of such action and if he/she (1) transfers back or returns to a job covered by the Agreement, (2) is rehired, or (3) re-employed further deductions of Union dues will be made only upon execution and receipt of another check-off form.

No deductions of Union dues will be made from the wages of any Flight Attendant who has executed a check-off form and who has taken a leave of absence without pay or who has been laid off. Upon return to work as a Flight Attendant, deductions will be automatically resumed, provided the Flight Attendant has not revoked the assignment in accordance with the other appropriate provisions of this Agreement and of the Railway Labor Act, as amended.

(Q) Collection of any back dues owed at the time of starting deductions for an employee, collection of dues missed because the employee's earnings were not sufficient to cover the payment of dues for a particular pay period, and collection of dues missed because of accidental errors in the accounting procedure, will be the responsibility of the Union and will not be the subject of payroll deduction. It will be the Union's responsibility to verify apparent errors with the individual Union member before the representative contacts the Company's Manager of Payroll.

(R) Deductions of membership dues shall be made from one (1) paycheck each month provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the employee or required by law have been justified. In the event of termination of employment, there shall be no obligation of the Company to collect dues until all such other deductions (including money claims of the Company and the Credit Union) have been made, and such obligation to collect dues shall not extend beyond the pay period in which the employee's last day of work occurs.

(S) This Article shall be in force only so long as the Union continues as the recognized representative of the employees under this Agreement.

(T) The Union shall indemnify and save the Company harmless against all forms of liability that shall arise out of or by reason of action taken by the Company which action was requested by the Union under the provisions of this Article.

It is agreed that the Company will promptly notify the Union of all claims of liability made against the Company purusant to such action taken by the Company, and the Company will make every reasonable effort to defend itself against such liability.

* * *

ARTICLE 28

DURATION OF AGREEMENT

This Agreement signed this 12th day of April 1983 shall supersede and take precedence over all agreements, supplemental agreements, amendments, letters of understanding, except those contained herein, and similar documents executed between the Company and the Union prior to signing of this Agreement.

Except as otherwise specified in this Agreement, this entire Agreement shall be effective August 1, 1981 shall remain in effect until July 31, 1984, and thereafter shall renew itself without change for yearly periods unless written notice of intended change is served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, by either party hereto, at least 90 days prior to the renewal date in each year.

IN WITNESS WHEREOF, the parties have signed this Agreement on April 12, 1983.

For the Company:

TRANS WORLD AIRLINES, INC.

/s/ J.C. Hilly
Vice President, Labor Relations

WITNESS:
/s/ JoAnn Capece
J.W. Hoar
Renée E. Kamm
G.M. Moran
Leo J. Murphy
K.L. Smith

For the Flight Attendants in the Service of Trans World Airlines, Inc. as Represented by the Independent Federation of Flight Attendants:

/s/ Arthur Teolis
President, IFFA

WITNESS
/s/ V.L. Frankovich
Mary Ellen Miller
C.W. Numrich
John E. Salvador

LETTER NO. 1

The Air Line Stewards and Stewardesses Association, Local 550, Transport Workers Union of America, AFL-CIO, and Trans World Airlines, Inc. hereby agree:

1. That the Flight Attendants will continue to perform those flight service functions which normally fall within their classification on flights which are solely military in nature and their cargo composed entirely of military commodities or personnel where the carriage of the traffic on such flights is certified by the United States Department of Defense as in accordance with the National interest even though the Flight Attendants withdraw from commercial service because of unresolved labor disputes of any type, includlng disputes arising out of negotiations for a new contract.

2. The pay and other benefits for Flight Attendants assigned to such military flights pursuant to paragraph 1 hereof, will

   (a) for any period prior to the opening date of the contract between the parties be governed by the then existing contract unless modified by agreement of the parties, and

   (b) after the opening date of the contract be governed by either the contract that existed at or prior to the said labor dispute or the contract negotiated as a settlement of such dispute, whichever is more beneficial to the Flight Attendants.

3. That this is consistent with the long-standing policy and performance of the Flight Attendants and of the Air Line Stewards and Stewardesses Association, Local 550, Transport Workers Union of America, AFL-CIO.

4. In the event any employee is assigned to any military flight, pursuant to the terms of paragraph 1 hereof, the Air Line Stewards and Stewardesses Association, Local 550, Transport Workers Union of America, AFL-CIO, will be given a certification by the Vice President of Industrial Relations or his designee that such flight will be exclusively for military purposes.

5. That, to the extent necessary to effectuate its purpose, this understanding constitutes an amendment and modification of the collective bargaining agreement between the parties hereto and, notwithstanding any other provision of the said collective bargaining agreement, this agreement shall continue indefinitely but may be revoked by either of the parties hereto upon two (2) years prior notice. However, if after the certification provided in paragraphs 1 and 4 the Company should willfully combine military with non-military traffic during the period of any strike, the Union will terminate this supplemental agreement forthwith. Proof of such violation shall be established through the adjustment procedures established by the collective bargaining agreement, but such procedure shall be accelerated to provide for a hearing and final decision within twenty-four (24) hours after the grievance is submitted. Should it be impossible to achieve a final decision within such twenty-four (24) hour period, such period shall be extended to the extent necessary.

Signed this 22nd day of October, 1970.

For TRANS WORLD AIRLINES, INC.

/s/ D.J. Crombie
Vice President - Industrial Relations

For THE AIR LINE STEWARDS AND STEWARDESSES ASSOCIATION, LOCAL 550, TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

/s/ James F. Horst
International Executive Vice President

LETTER NO. II

Between

TRANS WORLD AIRLINES, INC.

and

FLIGHT ATTENDANTS

in the service of

TRANS WORLD AIRLINES, INC.

as represented by

THE AIR LINE STEWARDS AND STEWARDESSES ASSOCIATION, LOCAL 550 TRANSPORT WORKERS UNION OF AMERICA AFL-CIO

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between TRANS WORLD AIRLINES, INC. (hereinafter known as the "Company") and the Air Line Flight Attendants as represented by the AIR LINE STEWARDS AND STEWARDESSES ASSOCIATION, LOCAL 550, TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO (hereinafter known as the "Association").

WITNESSETH:

It is hereby agreed between the parties that:

The Service Manager, as defined in Article 2(C) of the Basic Agreement, who shall be assigned only to those flights involving the use of B-747 aircraft, shall be paid the rates of pay applicable to Service Managers, if on international, including the compensation set forth in Article 3(D), or those rates of pay applicable to domestic Service Managers, if on domestic, as set forth in Article 3 of the Basic Working Agreement.

Utilization of a Service Manager on Domestic and International flights during any month shall not be a precedent for establishing a similar procedure with respect to any other Flight Attendant classification.

A Flight Pursar, as defined in Article 2(B) of the aforesaid Agreement, shall be assigned to those International flights involving the use of B-747 aircraft. Such Pursar shall not be assigned to any Domestic flights. A Flight Pursar assigned as set forth herein shall continue to receive the same compensation he presently receives under Article 3 of the aforesaid Agreement.

The expenses and work rules set forth in Articles 4 and 6, respectively, of the aforesaid Agreement which are applicable to the Company's International Operation shall apply to the Service Manager based on International.

Conversely domestic, wage rates, expenses and work rules will apply to Flight Attendants who are awarded Service Manager bids on domestic Service Manager sequences on domestic shall not contain international flights. The appropriate provisions of Letter of Agreement No. IX shall apply in the preparation of International Service Manager lines of time.

The Company shall assume the cost of all uniforms as may be prescribed by the Company for the Service Manager.

Vacancies in the Service Manager classifications on International shall be open for bid on a systemwide basis by employees who have served as a Flight Purser for one (1) year or more. Employees presently on the Flight Attendant System Seniority List shall not be retested for language proficiency. Vacancies in the Service Manager classification on the domestic operation shall be opened for bid on a systemwide basis by Flight Attendants who have served as a Flight Attendant for three (3) years or more.

Successful bidders to the Service Manager position on International shall be filled by Flight Pursers in accordance with their accrued seniority as Flight Attendants, provided the bidder meets current flight attendant weight and appearance standards. Successful bidders to the Service Manager position on

Domestic shall be filled by Flight Attendants in accordance with their accrued Flight Attendant seniority provided the bidder meets the current Flight Attendant weight and appearance standards.

If sufficient bids are not received to fill vacancies, Flight Attendants at the location where the vacancy exists will be assigned in inverse order of seniority from among those qualified Flight Attendants.

A successful bidder to a vacancy in the Service Manager position shall be restricted to that position for a period of six (6) months from the date such vacancy is filled.

During the pre-flight briefing standard positions, assignments and recognition of work positions by seniority bid preference will prevail. However, when a passenger imbalance exists among the cabins or service requirements justify, the Service Manager shall request volunteers from the cabin where least needed. If no Flight Attendant(s) volunteer, the Service Manager has the authority to reassign the most junior Flight Attendant(s) from the cabin where least needed.

In an emergency when it is necessary to assign a Service Manager to a lower classification, he shall receive no less than his current rate of pay. In such situations, the bid Service Manager shall be in charge.

Except as herein otherwise provided, the provisions of the Basic Agreement shall apply to this Letter of Agreement.

This Letter of Agreement shall become effective on the date of signing and shall remain in full force and effect concurrent with the Basic Agreement signed the 14th day of December, 1973.

For TRANS WORLD AIRLINES, INC.

Vice President - Industrial Relations

For THE AIR LINE STEWARDS AND
STEWARDESSES ASSOCIATION,
LOCAL 550 TRANSPORT WORKERS
UNION OF AMERICA, AFL-CIO

International Vice President

President
Air Line Stewards and
Stewardesses Association

* * *

Exhibit 5 (May 17, 1986 letter from V.L. Frankovich to J.W. Hoar)

[Letterhead of IFFA]

May 17, 1986

J.W. Hoar
Vice President - Labor Relations
Trans World Airlines, Inc.
605 Third Avenue
New York, New York 10158

Dear Mr. Hoar:

On behalf of all striking Flight Attendant employees, IFFA hereby demands that they be reinstated to their former positions or to equivalent positions of employment in accordance with their rights as unfair labor practice strikers.

In the event that you refuse to recognize the strikers' status as unfair labor practice strikes we hereby unconditionally offer, on behalf of all striking employees, to return to work immediately and we request their reinstatement. This offer is made on behalf of all employees who went on strike and have not returned to work to date. In the event there are no openings, or insufficient openings, as of the date you receive this offer, you are further advised that said employees will be available for employment to all openings as and when they develop or to vacancies created by the departure of employees now working.

We would appreciate a prompt reply stating your position and the action you intend to take.

Very truly yours,

/s/ VICTORIA LEE FRANKOVICH
Victoria Lee Frankovich
President

RECEIPT ACKNOWLEDGED:

/s/ J.W. HOAR	5-17-86	1000 PM
J.W. Hoar	Date	Time

Exhibit 6 (May 18, 1986 letter from V.L. Frankovich to J.W. Hoar)

[Letterhead of IFFA]

May 18, 1986

J.W. Hoar
Vice President - Labor Relations
Trans World Airlines, Inc.
605 Third Avenue
New York, New York 10158

Dear Mr. Hoar:

This will confirm IFFA's written and unconditional offer of an immediate return to work, made on behalf of all striking Flight Attendant employees, and our subsequent response to your questions that effective with that offer no such employees are withholding services from TWA.

In clarification of and consistent with that offer and, independently thereof, consistent with and pursuant to TWA's proposed "Preferential Rehire Agreement" embodied in TWA's May 14 "TWA Flight Attendant Settlement Proposal"-- which you have advised is still on the table and which, as I have advised you, will be submitted to a ratification vote of the IFFA membership -- please be advised of the following:

1 It is IFFA's position that by operation of the Railway Labor Act and other federal labor law and policy, TWA's status quo obligations and the IFFA-TWA Agreement, TWA is required to return Flight Attendants to work in seniority order.

2 In connection with any list of employees who unconditionally offer to return to work, including the freeze list referenced in TWA's May 14 proposal, IFFA has offered and hereby does offer the unconditional return of the individual holding Position Number 1 on the Seniority List (attached hereto).-

3 Having offered the unconditional return of the individual holding Position Number 1 on the Seniority List (thereby placing such individual first on any recall list) and in point of time after such offering, IFFA offers the unconditional return of the individual holding Position Number 2 on the Seniority List (thereby placing such individual second on any recall lists).

4 Having offered the unconditional return of, first, the individual holding Position Number 1 and, secondly and thereafter, the unconditional return of the individual holding Position Number 2 on the Senority List, and in point of time after such offerings, IFFA offers the unconditional return of the individual holding Position Number 3 on the Seniority List (thereby placing such individual third on any recall list).

5 In the same descending order, and one after the other in point of time, IFFA offers the unconditional return of each individual on the Seniority List, e.g., the holder of Position Number 4 after Number 3, the holder of Position Number 5 after Number 4, and so on for the entire remainder of the Seniority List.

In connection with the above, we note that the attached Seniority List is based on records furnished by TWA. In the event an individual has been inadvertently omitted from the list, such individual should be slotted in and have recall rights in accordance with his/her proper seniority placement.

In addition, please note that the attached Seniority List includes all Flight Attendants -- those who have not yet returned and those who have done so. TWA's information as to the identity of those who have already crossed picket lines and returned to work may be more complete than IFFA's. Accordingly if and when in the recall process TWA comes to the name of an individual who returned prior to IFFA's unconditional offer to re-

turn all employees, the recall should go to the next individual who has not returned prior to such unconditional offer.

Lest there be any misunderstanding, IFFA's unconditional offer is made independent of and irrespective of the outcome of the membership ratification vote on TWA's latest proposal. Moreover, employees will return to work as directed by the Company. In the event, however, that a recall to an opening is given to any employee other than the individual next entitled to such opening, TWA acts at its peril and IFFA will seek full backpay for each such next-entitled individual so passed over for his/her opening.

Very truly yours,

/s/ VICTORIA L. FRANKOVICH
Victoria L. Frankovich
President

RECEIPT ACKNOWLEDGED:

J.W. Hoar	Date	Time

Exhibit 7 (May 20, 1986 letter from J.W. Hoar to V.L. Frankovich)

[Letterhead of TWA]

HAND DELIVERY

May 20, 1986

Ms. Victoria Frankovich
President
Independent Federation of
Flight Attendants
630 Third Avenue
New York, NY 10017

Received
May 20, 1986
IFFA

Dear Ms. Frankovich:

As you know, after I had received your letter dated May 17, 1986 at 10:00 P.M. on that date, we had conversations for the purpose of clarifying what you meant by saying in that letter that you "unconditionally offer, on behalf of all striking employees, to return to work immediately." Your subsequent letter dated May 18, 1986, which I received yesterday, limits your offer and confirms my judgment based on your oral responses to my questions and on other events that your offer is not unconditional. Before I discuss that question, however, I would like to address the direct questions which your letters raise.

As I told you during the night of May 17, 1986, TWA does not agree with you contention that the striking Flight Attendants are unfair labor practice strikers and we do not recognize any obligation to treat them as such. Nor do we agree with your contentions in your letter of May 18 that "by operation of the Railway Labor Act and other federal labor law and policy, TWA's status quo obligations and the IFFA-TWA Agreement,

TWA is required to return Flight Attendants to work in seniority order." The IFFA-TWA Agreement expired by its terms on July 31, 1984. The status quo period mandated by the Railway Labor Act expired on March 6, 1986. We are advised, morever, that, far from requiring that strikers be returned in seniority order, federal labor law specifically gives the employer the option of filling its needs with those who in its judgment are best qualified, or on any other nondiscriminatory basis, in the absence of any agreement making seniority a controlling factor. See NLRB v. Mackay Radio and Telegraph Company, 304 U.S. 333, 345-6 (1938); Soule Glass and Glazing Co. v. NLRB, 652 F.2d 1055 (1st Cir. 1981), 107 LRRM 2781, 2813.

Your proposal in your letter of May 18 seeks to have the benefit of the agreement which we proposed on May 14 without accepting or ratifying that agreement. Having said in your letter of May 17 that you "unconditionally offer, on behalf of all striking employees, to return to work immediately," you retract that offer in your letter of May 18 and convert it into an offer made, one at a time, for each of the Flight Attendants to return to work, in seniority order, singly. That is not an unconditional offer of all of the Flight Attendants to return to work. It is an offer that they will return to work in seniority order, a condition which you have no right to impose.

Detracting further from your alleged unconditional offer are signs observed yesterday at JFK International Airport being carried by picketing Flight Attendants, with the message "We will not cross over". Finally, both in your conversation with me and in your letter of May 18, you have refused to assure us that before your union reinstitutes a strike by Flight Attendants, acting collectively, who may have returned in accordance with your "unconditional" offer, TWA will have reasonable notice so that it may accommodate its operations to such further possible disruption.

As you know, many of the striking Flight Attendants have been permanently replaced. In the circumstances, we have decided not to add any additional Flight Attendants until after the result of the ratification vote, which we understand is scheduled

for tomorrow, is known, and no Flight Attendants have been added since 10 P.M. May 17, 1986.

Yours very truly,

/s/ J.W. HOAR

J.W. Hoar
Vice President -
Labor Relations

Exhibit 8 (May 21, 1986 letter from V.L. Frankovich to J.W. Hoar)

[Letterhead of IFFA]

May 21, 1986

Mr. J.W. Hoar
Director - Technical & Contract Liaison
Trans World Airlines
605 Third Avenue
New York, NY 10158

Dear Mr. Hoar:

Your letter of May 20 misrepresents and mischaracterizes IFFA's offer to return to work. In every respect, that offer was, is and will continue to be unconditional. No letter from this Union "retracted" our unconditional offer. As we advised you, no employee is withholding services. As we further advised you, if recall is made out of seniority order, employees so recalled will return to work -- but IFFA will seek full backpay for each employee passed over for an opening that would be his/hers if based on seniority. Seniority recall, as our letters made clear, is not a condition of our offer, but we maintain and will continue to maintain that it is an obligation imposed on TWA by law, contract and TWA's own May 14 proposal. The reservation of IFFA's right to pursue our claim through proper and orderly legal channels does not in any way detract from the "unconditional" nature of our offer to return.

Before closing, I want to address the matters raised in the penultimate paragraph of your letter.

In telephone discussion with you after our offer to return to work, I advised that we still have a dispute with TWA that we

intended to publicize -- but since we are no longer withholding our services, picket signs with "strike" or "on strike" would be taken down. I also advised that, with members spread throughout the System, there may be some time lag before the word got out -- with some unavoidable individual deviations in the meantime. You indicated that you understood this and I am surprised by your comments about an isolated instance at JFK. Be assured that such isolated deviations are exactly that, are contrary to IFFA's instructions and do not detract from the unconditional nature of our offer.

Finally, please be advised that you never requested and I never refused assurances of reasonable notice of future strike action following a return of strikers to work. This issue has never been discussed by us, and at no time did I even threaten strike action. In answer to your question about any future strike, I advised that IFFA would take no action inconsistent with an unconditional offer to return to work, but reserves the right to take any action not legally inconsistent with an unconditional offer to return.

Yours truly,

/s/ VICKI FRANKOVICH
Vicki Frankovich
President

RECEIPT ACKNOWLEDGED:

/s/ J.W. HOAR	5-22-86	0848
J.W. Hoar	Date	Time

Exhibit 13 (May 23, 1986 letter from J.W. Hoar to V.L. Frankovich)

[Letterhead of TWA]

HAND DELIVERED

May 23, 1986

Ms. Victoria Frankovich
President
Independent Federation of
Flight Attendants
630 Third Avenue
New York, NY 10017

Dear Ms. Frankovich:

Your letter of May 21, 1986 in reply to mine of May 20 states that all Flight Attendants who have been on strike are now willing to return in whatever order they are called by TWA, subject to a continuing claim that they are entitled "by law, contract and TWA's own May 14 proposal" to return in seniority order, the order in which you meticulously, paragraph by paragraph, offered their return to work in your letter of May 18. We do not regard such an offer, so conditioned, with such reservation of position, and without the assurance of reasonable notice of any resumed withdrawal of service, which you still avoid giving in your most recent letter, as an unconditional offer to return to work. See American Cyanamid v. NLRB, 592 F.2d 356,361-63 (7th Cir. 1979). Nor do we agree that we must rehire strikers in seniority order.

It may not be necessary, however, to continue this discussion or resolve the disputed matters in view of action we are now taking. Despite your notification to us that IFFA has refused TWA's May 14, 1986 comprehensive settlement proposal, we are at this time putting some parts of that proposal into effect:

First, we hereby implement our offer to freeze our active permanent Flight Attendant work force and to place all striking Flight Attendants (those who have not been returned to active service) on a preferential rehire list from which they shall be rehired for active service if immediately available for such service to fill vacancies in order of seniority, subject to the reservation in the last sentence of paragraph 14 of the proposed Preferential Rehire Agreement.

Second, we hereby implement paragraph 3 of TWA's Settlement Proposal of May 14, 1986. We expect to issue the procedures to which reference is made in that paragraph for the administration of that program by Wednesday, May 28, 1986. Some of the Flight Attendants who were on sick leave or in other medical disability status on March 6, 1986, and whose affidavits and supporting documents are attached as Exhibit 21 to IFFA's proposed Second Amended Complaint may have thereby supplied substantially all of the information that TWA expects to require, with the exception of information as to their current condition and/or expected recovery date. We will begin processing claims by such Flight Attendants on the basis of the available information.

Third, TWA also hereby puts into effect its proposals in paragraphs 4 and 8 of the May 14 Settlement Proposal, leaving 1986 vacation unreduced and reducing eligibility for the Flight Service Manager position to one year of service as a Flight Attendant.

The entire May 14 Settlement Proposal remains available for acceptance by IFFA until formally withdrawn by TWA.

Yours very truly,

/s/ J.W. HOAR

J.W. Hoar
Vice President
Labor Relations

JWH:avv

Exhibit 14 (letter to full-term strikers offering reinstatement)

[Letterhead of TWA]

May 24, 1986

Jeanne M. Huebner
1843 E. 68th
Kansas City Mo. 64132

Dear Ms. Huebner

TWA hereby offers to rehire you as a flight attendant on or about May 29, 1986. This offer is subject to your unconditional commitment to return to the flight attendant position in the status and to the domicile to which you will be assigned.

To indicate your acceptance of this offer, you are to report in person for reprocessing, ready for immediate assignment, with uniform, In-Flight Service Manual, Emergency Procedures Handbook, flashlight and passport in your possession at 9:30 o'clock on May 29, 1986 to the In-Flight Services office, TWA Terminal, Lambert St. Louis International Airport, St. Louis, Mo. 63145.

As soon as possible following your report for reprocessing, you will be advised of the status and domicile to which you will be assigned. Vacancies will be filled for Flight Service Manager - JFK, Cabin Attendant - JFK and Cabin Attendant - BOS. Insofar as possible, we will consider your preference for assignment.

This offer of rehire is made to you based on your position on our Preferential Rehire List. It assumes that your relative seniority has not changed since March 6, 1986. If, in fact, this is in error, TWA reserves the right to withdraw this offer and will

offer this vacancy to a TWA flight attendant on the Preferential Rehire List with a greater relative seniority.

Please be advised that should you not return to the service of the company on May 29, 1986, your name will be removed from the Preferential Rehire List, and you will no longer have any preferential right to be rehired by TWA.

Yours truly,

/s/ DIANE CROLL

Diane Croll
Director - In-Flight
Services Administration

Excerpt from Exhibit 15 (May 28, 1986 letter from J.W. Hoar to V.L. Frankovich)

[Letterhead of TWA]

HAND DELIVERY

Received
May 28, 1986
IFFA

May 28, 1986

Ms. Victoria Frankovich
President
Independent Federation of
Flight Attendants
630 Third Avenue
New York, NY 10017

Dear Ms. Frankovich:

With reference to my letter of May 23, 1986 I am enclosing the alphabetical listing of Flight Attendants contacted for return to active service.

Numerically, there are 197 names in order of seniority from the January 1, 1986 listing compiled by TWA.

Very truly yours,

/s/ J.W. HOAR
J.W. Hoar

Enclosure

cc: W. S. Borden
R. J. Kenny

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
ST. JOSEPH DIVISION

Civil Action No. 86-6084-CV-SJ-8

Excerpts from Affidavit of William S. Borden, filed August 25, 1986, in Opposition to IFFA's Motion for Partial Summary Judgment and in Support of TWA's Cross-Motion for Partial Summary Judgment

THE INDEPENDENT FEDERATION OF FLIGHT ATTENDANTS, an Unincorporated Labor Organization, 630 Third Avenue New York, New York 10017,

Plaintiff,

vs.

TRANS WORLD AIRLINES, INC., Kansas City International Airport Kansas City, Missouri,

Defendant.

State of New York :
: ss.:
County of New York :

William S. Borden, being duly sworn, deposes and says:

1. I am Vice President, In-Flight Services for Trans World Airlines, Inc. ("TWA"). I have been employed by TWA for about 35 years, first as a Flight Purser, and thereafter in a succession of management positions including Manager - Hostess, Purser Training; General Manager - In-Flight Services at JFK; Director In-Flight Services Training and Staff Vice President, In-Flight Services. I have held my present position since 1984, and my office is at 605 Third Avenue, New York, N.Y.

2. In my present position, I report directly to TWA Senior Vice President, Operations, Richard T. Kenny. I have overall

responsibility for TWA flight attendants, including responsibility for maintenance of service and safety standards in the cabins of all TWA aircraft.

* * *

TWA-IFFA Agreement Signed April 12, 1983

4. On April 12, 1983, TWA and IFFA signed an agreement (the "1983 Agreement") establishing the rates of pay, rules, and working conditions of TWA's flight attendants, who were classified under the terms of that agreement as Cabin Attendants, Flight Pursers (required only in international operations), and Service Managers (required on all wide-bodied aircraft). The 1983 Agreement is Exhibit 1 to the parties' Stipulation of Undisputed Facts (hereafter "Stip").

* * *

Notices of Intended Change in the 1983 Agreement

6. By letter dated February 29, 1984, TWA served on IFFA a notice of intended change in the 1983 Agreement, and its proposals for a new agreement. (Stip Ex. 2).

7. TWA's proposals for a new agreement, which were intended to decrease TWA's flight attendant costs and increase the productivity of its incumbent work force, included a reduction in the rates of pay of incumbent flight attendants, a separate lower pay scale for flight attendants hired after the effective date of the agreement (a "B" scale), and substantial changes in onerous and restrictive work rules. (Id.)

8. Conferences began on March 29, 1984, and on April 27, 1984, IFFA served a notice of intended change in the 1983 Agreement. (Stip Ex. 4). IFFA's proposals for a new agreement would have substantially increased TWA's flight attendant costs.

9. TWA invoked the services of the National Mediation Board (the "NMB") on or about May 13, 1984, and conferences were held at intervals until May 22, 1985, when they were recessed by the NMB.

* * *

14. In October 1985, while the details of the new comprehensive proposal were under discussion, TWA began to plan on the basis of its developing proposal, which was expected to be and, in fact, was ready for submission to IFFA by mid-November.

15. TWA management, including myself, assumed that after a year and a half of negotiations, TWA's new comprehensive proposal (including the "early out" option), would shortly produce either a new agreement with an early out option, or exhaustion of the RLA statutory procedures without agreement and a strike by TWA's flight attendants.

16. We believed that in either event, TWA would need to hire a substantial number of new flight attendants as early as January 1986. Accordingly, while the precise terms of the new comprehensive proposal were still under discussion within TWA, the decision was made to begin recruiting applicants for training at the Trans World Travel College ("TWTC") at TWA's Jack Frye Training Center in Kansas City, Missouri. R. Stan Henderson, Director of In-Flight Service Training at the Training Center, had primary responsibility for the recruitment and training of potential new-hire flight attendants, and I worked very closely with him.

17. Beginning in late October 1985, TWA placed newspaper advertisements nationwide announcing that it expected to hire flight attendants in 1986, and inviting interested individuals to attend seminars where they could learn about admission to the flight attendant training program at Kansas City, and TWA's plans to hire flight attendants. (Exhibits to this Affidavit are submitted in a separately bound Exhibit Appendix which contains a copy of a TWA advertisement as Exhibit B-1.)

* * *

25. The first class of trainees interested in potential 1986 TWA flight attendant positions began training at the TWTC on November 4, 1985. Classes included up to 20 students. A new class and, by November 16, 1985, two new classes began daily except on certain holidays.

* * *

The 30 Day "Cooling Off" Period

37. On February 4, 1986, the NMB notified TWA and IFFA that the 30 day "cooling off" period had begun. Accordingly, if no new agreement was reached by midnight, March 6, 1986, both parties would be free to resort to self-help. IFFA would be free to strike and TWA would be free of its status quo obligations. By its stated terms, TWA's early out proposal would "drop dead" if no agreement had been reached by midnight March 6.

* * *

40. (a) In a letter dated February 10, 1986, distributed to all Travel College students, appended as Exhibit B-11, I again responded to questions by students, and to Ms. Frankovich's statements, exemplified by her February 10 statement that TWTC students were being trained as temporary strike replacements. My letter repeated the reasons why large numbers of successful TWTC graduates were likely to be needed and hired in early March. The letter said that one of the reasons they might be needed was to replace strikers and that if they were hired during a strike, they would be hired as strike replacements.

> "Since you may be offered employment as a TWA flight attendant whether there's a strike or not, there are some facts we believe you should know.
>
> * * *
>
> We hope to succeed in negotiating a mutually satisfactory agreement with IFFA covering these matters, so that we can move vigorously ahead. However, if a failure of the bargaining process results in a strike, we must be prepared to maintain normal flight operations by augmenting our flight attendant workforce promptly with new hires. That's why you're the target of IFFA's present picketing.
>
> * * *
>
> Under the law, TWA would be free to hire replacements for any or all strikers - and you can be assured TWA would hire qualified Travel College graduates to keep the

> airline operating. In addition, after a strike ends, TWA would be legally free to retain in its employ those hired during the strike. Again, you can be assured that TWA would continue to employ those hired during the strike."

(b) My February 10, 1986 letter repeated my November 1985 explanation as to why TWA expected to need to hire a large number of replacements for incumbent flight attendants early in 1986, whether or not there was a strike.

> "In all of our advertising and recruitment efforts we are stating that we are recruiting and training for expected Flight Attendant openings in 1986. We will probably require a large number of new Flight Attendants as early as March of 1986. We cannot determine how many Flight Attendants we will need until negotiations with IFFA are concluded. The process is complex, but simply stated, we expect to require new Flight Attendants for one or more of the following reasons:
>
> 1. Turnover among existing work force. When the new contract is finalized, many senior Flight Attendants may elect to retire early or resign due to special incentives or changes in the new contract. This was true at AA, UA and NW, and may be true at TWA.
> 2. Increased aircraft utilization. The number of Flight Attendants an airline requires is a function of the amount of time each aircraft is flown on a daily basis, the size of the crew and the work rules. All of these are separate variables and may cause TWA to need more or fewer Flight Attendants.
> 3. New aircraft. TWA recently announced the intended acquisition of 10 MD-80s in 1986 and that it is looking for the purchase or lease of Boeing 737s. If the new contracts allow for a profitable projection, this could occur quickly.
> 4. The possibility of a strike. This is of course, the possibility that most concerns IFFA and is the reason for the informational pickets outside.

TWA will continue to make every effort to conclude an agreement with IFFA. However, if a strike does occur, TWA will continue operations and will then hire new personnel to replace those on strike. If you are not already employed as a Flight Attendant then, you may be offered a position. Whether or not you choose to accept the offer is up to you."

(c) The February 10, 1986 letter, like my earlier letter, responded to questions newly asked or repeatedly asked by students often as a result of statements in IFFA's flyers and by flight attendants picketing at the Training Center. In the Question and Answer format, I again said that TWA expected to require new flight attendants (1) if an agreement was reached or (2) if there was no agreement and TWA flight attendants struck. The February 10, 1986 Questions and Answers included the questions frequently asked by students who had received IFFA's letters and flyers:

"Q. Is IFFA telling the truth when it says that TWA plans to hire Travel College graduates only as 'temporary workers' in the event of a strike?

A. No. This statement is absolutely false. All Travel College graduates hired by TWA will be employed as regular, full-time employees. If you are hired during a strike, you will be treated as 'permanent replacements' under federal law, meaning that you will not be furloughed to make room for returning strikers.

Q. What about IFFA's claim that 'the jobs of workers who go out on strike are protected,' and that at the end of the strike 'Flight Attendants who struck go back to work on the basis of seniority?'

A. Here, again, IFFA is sericusly misstating the law. No one who goes out on strike will have a job at TWA when they offer to return until and unless there are vacancies. The only protection that the law provides to strikers is the right to be put on a rehiring list in the event of future vacancies. Those Flight Attendants

who work during the strike will not be furloughed to make room for strikers (regardless of seniority) who later offer to return. For those Flight Attendants who do decide to strike and then later offer to return to work, it will be first come, first served on filling any vacancies." (Id., emphasis added).

41. My February 10 letter, with the attached questions and answers, was mailed to all previous graduates of the Travel College who had been selected as "eligible for hire", at their home addresses, provided to TWA for use in the event that TWA determined to make those graduates an offer of employment. The February 10 letter and attachments were distributed to all Travel College students who enrolled in the Travel College thereafter, and was posted at the Training Center.

* * *

46. Contract negotiations were in recess in the period February 8-19. During that recess, by letter dated February 13, 1986, appended hereto as Exhibit B-13, I told all incumbent TWA flight attendants that while TWA did not want a strike, TWA would hire permanent replacements if there was a strike:

"The Company does not want a strike and will do everything possible to reach an agreement prior to March 7, 1986. While we do not wish to strike you should be aware that if there is a strike TWA Will Continue to Operate . . . . If you do not report for work, the Company is permitted under the law to hire 'permanent' replacements for striking employees. We plan to exercise this right, if necessary, in order to continue flight operations." (Ex. B-13, emphasis in original.)

The letter was placed in all flight attendant mailboxes, and mailed to all flight attendants, including those in inactive status, at their homes.

* * *

59. (a) On February 28, 1986, I again wrote to all incumbent TWA flight attendants, informing them that if they chose not to work during the strike, they would be permanently replaced by flight attendants hired during the strike. My letter said that "while negotiations are scheduled to resume March 1, a strike commencing at 001, March 7, remains a distinct possibility." That letter, appended hereto as Exhibit B-15, was distributed to active flight attendants in their crew mailboxes and mailed to the homes of flight attendants not on active duty.

(b) The Questions and Answers attached to my February 28 letter, include the following:

Q. "Can I be permanently replaced if I choose not to work during a strike?

A. Yes. For example, if TWA hires 3,000 new flight attendants during the strike, it can be expected that about 3,000 strikers will not have jobs when the strike ends. Those who don't have jobs at the end of the strike will be put on a preferential hiring list to fill future vacancies as they may occur.

Q. Will seniority be used in deciding which returning strikers receive offers to fill job vacancies as they occur?

A. No. Seniority will not be a factor."

(c) Copies of my February 28 letter were also sent, for informational purposes, to TWTC graduates who had been notified that they would receive an offer of employment on or after March 7, if they (1) informed TWA that they would like to receive an offer, and (2) then appeared at the designated TWA domicile to receive an offer.

60. On March 1, 1986, TWA Chairman Carl Icahn addressed a letter to all TWA employees attaching "pertinent excerpts from a CBS press interview." The excerpts included the following question and answer

"Q. Is TWA prepared for a strike?

A. We now have trained and ready to be hired 1,500 new flight attendants. We have another 1,500 people qualified to go in temporarily. With the new work rules, we need only 3,500 flight attendants to operate the airline until June and by then we will have many more trained -- so we're pretty well ready for March 7th. We hope there won't be a strike, we'd like there not to be a strike, but if there is, we probably won't have jobs for many of the strikers when the dispute is finally resolved."

A copy of that letter is appended hereto as Exhibit B-16.

* * *

62. No agreement had been reached by midnight, March 6, 1986. IFFA announced a strike shortly after midnight, and TWA thereafter put into effect new rates of pay and work rules. Under the terms of TWA's final proposal, its buyout offer became ineffective as of midnight on Thursday, March 6.

* * *

Hiring and Training of Additional
Flight Attendants and Return of Strikers

81. On March 7, less than a hundred pre-March 7 flight attendants crossed IFFA's picket lines and reported for work.

82. TWA's pre-strike planning had assumed that a higher percentage of flight attendants would not strike, and TWA expected that by peak season, it would need 5,000 flight attendants. In the first few days of the strike, TWA was operating with slightly under 1,400 permanent flight attendants, and using contingent work force employees and Clipped Wingers to fill additional places left vacant by strikers. Accordingly, the decision was made to increase the rate at which new hire flight attendants were recruited and trained and to make every effort to secure a commitment from recruits to accept employment

and complete training. The first post-strike class was scheduled to begin on Monday, March 10, 1986.

* * *

85. A week after the strike had begun, TWA Chairman Icahn wrote a letter to all TWA flight attendants. Although directed primarily to striking flight attendants, Mr. Icahn's March 14, 1986 letter was sent to all TWA flight attendants, including new hires. The letter assured striking flight attendants that if they returned to a still vacant flight attendant position, they would not be displaced at the end of the strike, but said that TWA had hired and was continuing to hire permanent replacements for strikers.

> "We continue to be willing to negotiate, and hope IFFA will reach agreement with us soon. But it's important for you to understand clearly that, at the rate of two classes a day, every day, we continue to train and hire new flight attendants on a permanent basis. Far from 'waiting in hideaway hotels for their first flying assignment because [our] flights aren't operating' (as the union would have you believe), they're in the air and on the job." (Appended hereto as Exhibit B-20) (emphasis added).

* * *

87. (a) On March 17, 1986, Mr. Icahn sent a mailgram to all TWA flight attendants, including those on strike. The mailgram announced a March 21 award of vacancies to working flight attendants, and the shrinking number of available vacancies:

> "Effective March 21, transfers will be awarded to fill Flight Service Manager and Cabin Attendant vacancies throughout the TWA system. Only active Flight Attendants with a transfer request or telegram on file received at TWA Headquarters, 605 Third Avenue, New York, by 5 P.M. (EST) Thursday, March 20, will be eligible for transfer. Vacancies still existing after the transfer will be assigned to new hires. For your information, for April 1986 only 67 more Cabin Attendants are required at San Francisco and 123 more for Los Angeles. These are all expected to be filled by March 21." (Appended hereto as Exhibit B-22)

(b) The March 17 mailgram made a commitment to striking flight attendants, and all pre-March 7 flight attendants who were then working:

> "We guarantee you if you work throughout the remainder of the strike you will not be replaced when the strike is over."

It made clear that the newly hired flight attendants, to whom the mailgram was also addressed, had permanent positions and had permanently replaced an equal number of striking flight attendants.

> "IFFA says 'all jobs will be guaranteed' when a settlement is reached. FACT: With our new work rules, in the peak season we'll need only 5,000 Flight Attendants to run the airline. With 1600 new hires now on the payroll (not counting the contingent work force of 1500), even if everyone wanted to come back, we would only need less than 3500 out of the original Flight Attendant work force of 6500."

88. From the beginning working flight attendants were required to cross vocal and hostile picket lines to go to work. Working flight attendants were harassed, and threatened as they crossed picket lines. Many received threatening and obscene phone calls. A pre-strike letter from Ms. Frankovich to an IFFA member, appended hereto as Exhibit B-23, contained the following passage.

> "4. What will Flight Attendant pay scale be like in the event of a strike if Flight Attendants cross the picket line?

(A) First of all, their legs will be broken so they won't be able to cross the line. No, seriously, there is no way to tell. Once the parties are released to self-help, at the end of a thirty-day count down, the Company is free to unilaterally impose whatever wages and work rules they desire."

* * *

90. On March 29, 1986, Mr. Icahn wrote another letter to TWA flight attendants. His message was addressed particularly to the newly hired and other flight attendants working under those stressful conditions:

"First I want to express my sincere appreciation for the superb job our newly hired and other working flight attendants are performing under somewhat trying circumstances. . . . I also want you to know how pleased I am at the cool, calm and professional way our working flight attendants have handled the strikers' harassment tactics. Unfortunately, this form of activity seems to be a part of every strike, and is likely to continue for some time as those remaining on the picket lines see more of their fellow flight attendants returning to work. For our part, we are making every effort to provide appropriate security arrangements wherever needed. Please continue to report any harassment incidents to your supervisors so that TWA can take proper action.

I have heard that IFFA continues to threaten newly hired and other working flight attendants by indicating that they will lose their jobs when the strike is settled unless they cease working and join the picket line. This threat is so empty that I am surprised that IFFA persists in making it. Let me reassure you in writing that if and when a settlement is reached, under no circumstances will newly hired or other working flight attendants be furloughed to make room for returning strikers. This is a personal commitment from me that you can absolutely count on."

The March 29, 1985 letter is appended hereto as Exhibit B-24.

91. On April 15, at Mr. Icahn's request, J.W. Hoar, TWA's Vice President - Labor Relations, responded by letter to a telephone call from a striking Flight Attendant.

"First, we are encouraged that you are seriously considering crossing the picket line and returning to work. More than 700 of your fellow Flight Attendants have already made that prudent decision and are in great part responsible for the Company's successful continuation of operations during the strike.

Second, let me repeat Carl Icahn's earlier assurance, that if and when a contract settlement is reached, under no circumstances will newly hired or other working Flight Attendants be furloughed to make room for returning strikers. When you again become an active employee, this commitment is to you."

A copy of the letter is appended hereto as Exhibit B-25.

92. On the same day, Mr. Hoar wrote to a former striker.

"First of all, welcome back to work. Along with over 700 of your fellow Flight Attendants, you've made the difficult but prudent decision to return as an active employee.

* * *

Let me repeat Carl Icahn's earlier assurance, that if and when a contract settlement is reached, under no circumstances will newly hired or other working Flight Attendants be furloughed to make room for returning strikers."

A copy of the letter is appended hereto as Exhibit B-26.

93. Among the April crossovers was a former long-term IFFA officer and one of IFFA's 1986 strike coordinators. Both were treated in the same way as all other returning strikers. They were reinstated to available vacancies, and credited with full pre-strike line seniority.

94. A letter I received in April from a crossover who had not been a union activist explained the reasons for her decision. A

copy of her letter, showing how difficult that decision was for her, as it must have been for many strikers, is appended hereto, with her name redacted, as Exhibit B-27. The decision to return and continue working was made more painful for many cross-overs who, while considering their decision or after making it, received signed or anonymous messages from striking flight attendants. Those messages, many of which I have seen, ranged from assurances of future ostracism to obscene and insulting remarks, and in some cases death threats or threats of bodily injury.

95. Flight Attendants who returned to work after having been on strike were assigned by TWA to available vacant positions. In some cases, they returned to the domicile to which they had been assigned before the strike. In other cases, there was no vacancy at the pre-strike domicile and they were assigned elsewhere. In some cases, returning Cabin Attendants with sufficient pre-strike seniority were assigned to Service Manager positions, at their pre-strike domicile or elsewhere. Some former Service Managers elected to become Cabin Attendants to remain at their pre-strike domicile or to transfer to a more desirable one. The Purser position was abolished as of March 7, 1986, and former Pursers returned as Cabin Attendants or Service Managers. Effective April 1, 1986 Kansas City became a satellite operation for St. Louis. Flight attendants then assigned to Kansas City elected to be reassigned to St. Louis, with the exception of one who bid for and was awarded a position at another domicile.

96. TWA assigned returning flight attendants their pre-strike line seniority for bidding purposes -- in bidding for domicile and classification vacancies, and in bidding for flight assignments, which TWA reinstituted effective April 1.

97. (a) Determination of whether a particular crossover returned to the same domicile and job category as he or she had before the strike would require analysis of the pre-strike and post-strike domicile and category of each individual. A random sample of pre-March 7, 1986 flight attendants who returned to

work before May 17, however, listed by pre-strike seniority, shows the following result:

	Pre-3/7 Line Seniority Date	Pre-3/7 Domicile and Category	Return Date	5/17 Domicile and Category
1.	6/25/72	STL - CA	5/04	JFK - CA
2.	4/28/73	STL - CA	4/26	JFK - CA
3.	6/16/73	STL - CA	4/29	JFK - CA
4.	6/30/73	STL - CA	4/18	JFK - CA
5.	8/17/73	STL - CA	5/01	JFK - CA
6.	6/02/77	JFK - P	3/14	JFK - FSM
7.	6/16/77	JFK - P	4/24	JFK - FSM
8.	6/30/77	JFK - CA	4/11	LAX - CA
9.	4/20/78	JFK - CA	3/20	LAX - CA
10.	4/15/85	JFK - CA	3/19	SFO - CA
*11.	4/29/85	JFK - CA	5/14	JFK - CA
12.	4/29/85	JFK - CA	3/12	SFO - CA
*13.	5/06/85	JFK - CA	5/13	JFK - CA
14.	5/20/85	JFK - CA	3/20	LAX - CA
15.	5/27/85	JFK - CA	3/12	LAX - CA
*16.	6/03/85	JFK - CA	5/05	JFK - CA
*17.	6/24/85	JFK - CA	5/05	JFK - CA

(b) In light of the continued absence from the workforce of many senior flight attendants, and the extent to which relative seniority defined the positions held by working flight attendants both before the strike and under the conditions existing on May 17, no flight attendant was in his/her pre-strike position on May 17, 1986, including the four relatively late returning strikers (indicated by asterisks) who were in their pre-strike domicile and category on that date.

* * *

100. On or about May 24, 1986, TWA communicated with some 197 flight attendants shown on its records as on strike on May 17, and as having the most pre-strike seniority, as listed on TWA's Preferential Rehire List. (Stip. Ex. 15) High on the list was Shirley Beck, a long-time IFFA officer, who declined TWA's offer to return to work. Ms. Beck was later determined

by TWA to have been medically disabled during the entire strike and was placed in continued sick leave status, with the right to return to her prior domicile and position on presenting evidence that she is no longer disabled. Ms. Beck would have to complete initial training to be eligible to fly as a member of an FAA minimum crew.

101. TWA's offer of rehire to 197 flight attendants shown on its records as strikers on May 17, exceeded its actual expected peak season requirements for safety qualified flight attendants, which were for about 150 flight attendants in addition to those already on its payroll. Flight attendants who accepted TWA's offer of rehire were an IFFA strike coordinator at Phoenix, and Jane Burrell, an activist, who regularly worked in IFFA's St. Louis office in the absence of full time IFFA representative Michael McDermott, a member of the IFFA negotiating team. Those flight attendants returned to work at their choice of domiciles and job categories where vacancies existed. On return to work, they were credited by TWA with their full pre-strike length of service for seniority purposes, including bidding for domicile and job category vacancies, vacations, protection from layoff and priority on recall. Those reinstated strikers accordingly are among the most senior members of TWA's flight attendant workforce.

/s/ WILLIAM S. BORDEN
William S. Borden

Sworn to before me this
1 day of August, 1986.

/s/ VIVIAN FALCONI
Notary Public

Vivian Falconi
Notary Public, State of New York
No. 41-4835878
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1987

Exhibit B-11 (February 10, 1986 letter from W.S. Borden to travel college students, with excerpts from attachment)

[Letterhead of TWA]

February 10, 1986

Dear Travel College Student:

Recently, the Independent Federation of Flight Attendants (IFFA), the union that represents TWA's flight attendants, began picketing the Travel College, with the stated purpose of preparing for a possible strike. TWA hopes it can agree with IFFA on the terms of a new contract without a strike, but in view of IFFA's statements and actions to date, we have to be realistic about the possibility that one may occur. Since you may be offered employment as a TWA flight attendant whether there's a strike or not, there are some facts we believe you should know.

TWA has a long tradition of service to its passengers, and we're proud that our flight attendants have made a major contribution to that tradition. Being a TWA flight attendant is an exciting and rewarding job, and the long service of many of our flight attendants shows what a fulfilling career it can be. But TWA today faces a host of new problems that our flight attendants must help us solve.

With the removal of government regulations controlling airline routes and fares, the major established airlines have been challenged in virtually every market by newly formed low-cost carriers. Not burdened with contracts negotiated when the industry was insulated from competitive forces, the new carriers' lower

labor costs enable them to charge lower fares. The only way for major airlines like TWA to meet this competitive challenge is to bring their payroll costs into line.

As early as 1981, TWA began an effort to reduce its labor costs. Management and non-management employees (including pilots and others employed under labor contracts) began making necessary concessions through wage freezes and wage reductions. However, IFFA, which has obtained contract increases compounding to 40.1% since 1981, declined to participate.

This past summer, in an unusual and innovative move, the Air Line Pilots Association (ALPA) and the International Association of Machinists (IAM), representing TWA's pilots and mechanics, respectively, approached Mr. Carl C. Icahn, who had become TWA's largest stockholder, and negotiated agreements enabling Mr. Icahn to defeat an effort by Texas Air Corporation to acquire TWA. ALPA and IAM agreed to enter into labor contracts with TWA providing substantial reductions in wages and benefits, in exchange for equity and profit-sharing in the new TWA. IFFA was asked by both Mr. Icahn and the other unions to join in this effort, but again IFFA declined to participate.

TWA's pilots have made the largest contribution to the current cost-reduction effort. Beyond the wage reduction and increase deferral negotiated in 1984, ALPA has now agreed to a 26% wage reduction in aggregate pilot pay and benefit costs, on top of the rollback of a 4% wage increase which became effective June 30, 1985. ALPA's action makes TWA's pilot pay and benefit levels more comparable with the industry and TWA's flight attendants are also being asked to bring their pay and benefit levels more in line with competitive industry conditions.

We hope to succeed in negotiating a mutually satisfactory agreement with IFFA covering these matters, so that we can move vigorously ahead. However, if a failure of the bargaining process results in a strike, we must be prepard to maintain normal flight operations by augmenting our flight attendant workforce promptly with new hires. That's why you're the target of IFFA's present picketing.

IFFA's literature tells you that you have a legal right not to cross an IFFA picket line if it calls a strike -- and that's certainly true. What is not true, however, is IFFA's promise that you will eventually have a job at TWA if you do decide to honor an IFFA picket line. No one can make such a promise.

Under the law, TWA would be free to hire replacements for any or all strikers -- and you can be assured TWA would hire qualified Travel College graduates to keep the airline operating. In addition, after a strike ends, TWA would be legally free to retain in its employ those hired during the strike. Again, you can be assured that TWA would continue to employ those hired during the strike.

But here's why IFFA's promise of a job if you honor its picket line is a false one. Suppose there's a strike in which 3000 of the 7000 current flight attendants either continue or return to work, and the Company hires 4000 new employees as replacements for those who don't. The 4000 who've been replaced do not have a right to get their jobs back when the strike is over, but they do have a right to be recalled as vacancies occur thereafter.

That means that after the strike is over, any new flight attendants hired during the strike who decided not to come to work because of the IFFA picket line, would later be standing in line waiting for recall along with 4000 more experienced flight attendants. On the other hand, any newly hired flight attendants who continue to work through the strike will not be replaced after the strike is over. IFFA's promise that "you'd be among the first recalled" is nothing but a sham.

We hope you'll consider these facts as you proceed through the Travel College program. We do expect that many of you will be joining us as flight attendants in the future, but we don't want to fill you with false hopes or empty promises.

Attached are questions that trainees have been asking most frequently along with our answers. If you have any other questions

about this message or other information that comes to your attention on this subject, please submit them in the question box on the 6th floor bulletin board. Answers will be posted.

Sincerely,

/s/ WILLIAM S. BORDEN
William S. Borden

• • •

QUESTION: IFFA SAYS THAT I HAVE A RIGHT TO JOIN THE PICKET LINE, AND THAT I WILL HAVE SENIORITY FROM THE DAY I AM ASKED TO REPORT FOR WORK. IS THAT TRUE?

ANSWER: IT IS TRUE THAT YOU (OR ANYONE ELSE FOR THAT MATTER) CAN JOIN A PICKET LINE. BUT IT IS NOT TRUE THAT YOU AUTOMATICALLY HAVE SENIORITY FROM THE DAY YOU ARE ASKED TO REPORT FOR WORK. IN ORDER TO GET ON THE TWA FLIGHT ATTENDANT SENIORITY LIST, YOU HAVE TO FIRST BECOME AN EMPLOYEE OF TWA, AND YOU DON'T BECOME AN EMPLOYEE BY JOINING A PICKET LINE.

QUESTION: IF I CROSS A PICKET LINE TO COME TO WORK, CAN THE UNION PENALIZE ME?

ANSWER: UNDER THE UNION'S CONSTITUTION AND BY-LAWS, THE UNION RESERVES THE RIGHT TO FINE MEMBERS. IT HAS NO POWER TO FINE OR OTHERWISE PENALIZE PEOPLE WHO ARE NOT MEMBERS. TWA'S CURRENT LABOR AGREEMENT WITH IFFA REQUIRES NEWLY-HIRED FLIGHT ATTENDANTS TO JOIN THE UNION (OR COMMENCE PAYING UNION DUES AND THE INITIATION FEE) WITHIN 60 DAYS OF EMPLOYMENT. UNTIL THE 60 DAYS ARE UP YOU HAVE NO OBLIGATION TO JOIN. IN ADDITION, IF THERE IS A STRIKE, THERE WOULD BE NO OBLIGATION OF ANY KIND TO JOIN THE UNION UNTIL THE STRIKE WAS SETTLED. WHETHER YOU JOIN THE UNION BEFORE 60 DAYS ARE UP, OR DURING A

STRIKE, IS A PERSONAL DECISION FOR YOU TO MAKE. TWA WILL TREAT YOU THE SAME WAY REGARDLESS OF WHETHER OR NOT YOU JOIN THE UNION DURING THESE PERIODS.

QUESTION: IF I CROSS A PICKET LINE TO COME TO WORK, AND THEN THE STRIKE IS SETTLED, CAN THE UNION TAKE ACTION AGAINST ME OR REFUSE TO ACCEPT MY APPLICATION FOR MEMBERSHIP AT THE END OF THE STRIKE.

ANSWER: THE UNION CANNOT AFFECT YOUR JOB AT TWA AT ALL. YOU WOULD CONTINUE TO HAVE YOUR JOB, YOUR SENIORITY RIGHTS AND ALL OTHER BENEFITS PROVIDED BY TWA TO ITS FLIGHT ATTENDANTS. IF THE UNION WERE TO DENY YOUR ADMISSION TO UNION MEMBERSHIP, IT WOULD ONLY AFFECT THINGS LIKE YOUR RIGHT TO VOTE IN UNION ELECTIONS.

QUESTION: IF A STRIKE OCCURS AND IS SETTLED, CAN I BE "BLACKBALLED" FROM THE INDUSTRY IF I CROSS THE PICKET LINES?

ANSWER: ALL U.S. AIRLINES HIRE THEIR OWN FLIGHT ATTENDANTS. THE UNIONS DO NOT DO THE HIRING. NO MAJOR CARRIER HAS ANY AGREEMENT WITH THEIR FLIGHT ATTENDANTS' UNION THAT GIVES THE UNION ANY SAY IN WHO IS HIRED, NOR ARE WE AWARE OF ANY U.S. CARRIER THAT WOULD HAVE SUCH AN AGREEMENT WITH ITS UNION. SINCE UNIONS HAVE NO SAY IN WHO IS HIRED AS A FLIGHT ATTENDANT, THEN THERE IS NO WAY FOR HIRING "BLACKBALL" TO OCCUR.

QUESTION: WHERE WILL I STAND WITH TWA AFTER A STRIKE IS SETTLED IF I CROSS PICKET LINES TO COME TO WORK?

ANSWER: AS WE SAID BEFORE, TWA WOULD BE LEGALLY FREE TO RETAIN IN ITS EMPLOY THOSE FLIGHT ATTENDANTS HIRED DURING THE STRIKE AND TWA HAS MADE A COMMITMENT TO DO SO.

THOSE FLIGHT ATTENDANTS WHO DIDN'T COME TO WORK DURING A STRIKE WOULD NOT HAVE A RIGHT TO GET THEIR JOBS BACK, BUT WOULD HAVE THE RIGHT TO BE REINSTATED ONLY IF AND WHEN VACANCIES OCCUR. THUS, THE STRIKING FLIGHT ATTENDANTS WOULD HAVE NO RIGHT TO "BUMP" THOSE HIRED PRIOR TO OR DURING THE STRIKE WHO CONTINUED TO COME TO WORK.

Exhibit B-13 (February 13, 1986 letter from W.S. Borden to all flight attendants, with attachment)

[Letterhead of TWA]

February 13, 1986

Dear Flight Attendant:

The National Mediation Board has declared an impasse in negotiations for a new Agreement between TWA and IFFA, and has commenced the mandatory thirty day "cooling-off" period. This period will expire at midnight, March 6, 1986. At that time, both parties will be free of the obligation to maintain the status quo: the union will be free to strike, and the Company will be free to implement the changes it has proposed in your conditions of employment. Thus, it is possible that a strike could occur at 0001 on March 7, 1986.

The Company does not want a strike and will do everything possible to reach an agreement prior to March 7, 1986. While we do not wish a strike you should be aware that if there is a strike TWA Will Continue to Operate.

If you choose to report for work, information concerning pay and benefit levels and work rule revisions which will be effective on March 7, 1986, shall be posted at all flight attendant domiciles. If you do not report for work, the Company is permitted under the law to hire "permanent" replacements for striking employees. We plan to exercise this right, if necessary, in order to continue flight operations.

Should the current negotiations fail to produce an agreement, you will be called upon to make one of the most important decisions of your professional life -- whether to continue to work, or to strike.

The attached information contains responses to questions I have received from flight attendants regarding this important

decision. I have attempted to provide you with information you will need during your deliberations.

Sincerely,

/s/ WILLIAM S. BORDEN
William S. Borden

QUESTION: If the Union calls a strike at the end of the "cooling-off" period, will I be permitted to continue to work?

ANSWER: Yes. TWA will continue its flight operations if the Union calls a strike, and all flight attendants who wish to continue to work will be able to do so. Working flight attendants will continue to draw salary (at the newly posted rates), receive benefit coverages and retain job security protections.

QUESTION: Who will be working as flight attendants during the strike?

ANSWER: TWA plans to draw from several sources for its flight attendants during the strike. First are the flight attendants who continue to work. Second are newly-hired flight attendants who have graduated from the Trans World Travel College. (There will be more than 1500 Travel College graduates available by the end of February.) Third are newly-hired flight attendants who presently work for other airlines or who were recently furloughed from other airlines. Fourth are supervisory and other TWA employees and others who have been trained to work as temporary flight attendants. All those serving as flight attendants during the strike will be fully safety-trained.

QUESTION: If I decide to strike, will there be a flight attendant's job for me at TWA when the strike ends?

ANSWER: TWA has made a commitment that any newly hired flight attendants who continue to work during the strike will not be furloughed or displaced to make room for returning strikers. Returning strikers will be given the opportunity to fill vacancies in the various domiciles as they occur. If TWA hires 3000 new flight attendants

during the strike, it can be expected that about 3000 strikers will not have jobs when the strike ends. Those who don't have jobs at the end of the strike will be put on a preferential hiring list to fill future vacancies as they may occur.

QUESTION: Will seniority be used in deciding which returning strikers receive offers to fill job vacancies as they occur?

ANSWER: No. Seniority will not be a factor. Returning strikers will be offered jobs on a first come, first served basis, based on the day on which the returning striker made an unconditional offer to return to work. TWA plans to maintain a single system-wide rehiring list. For each day, a lottery will be used to determine the order in which the strikers who offered to return on that day are put on the rehiring list. Then, as vacancies occur, they will be offered to returning strikers from this system-wide rehiring list.

QUESTION: How will flight attendants be assigned to domiciles during the strike?

ANSWER: In order to operate efficiently during the strike, TWA will fill permanent domicile vacancies created by the strike based on the transfer requests (bids) of working flight attendants. The same will be the case as to bids for service manager vacancies. As an example: if, due to the strike TWA has insufficient flight attendants at LAX-D, TWA will fill vacancies by awarding transfers in seniority order from the bids of the working flight attendants. Any transfers so awarded will remain effective after the strike is over.

QUESTION: During the strike, when will transfer requests for permanent vacancies in domiciles and service manager positions be awarded?

ANSWER: As soon as the Company determines how many vacancies have been created by the strike (probably within 48 to 72 hours). The Company will award transfer requests for those vacancies from the bids of working flight attendants. Thereafter, transfer requests for vacancies will be awarded as frequently as operations warrant.

QUESTION: Will returning strikers be offered positions in their last domicile?

ANSWER: Not necessarily. Returning strikers will be offered a position at whichever domiciles have vacancies when they offer to return. That may or may not be the flight attendant's last domicile.

QUESTION: If I decide to go out on strike and then decide I want to return to work, how do I make an unconditional offer to return to work?

ANSWER: An unconditional offer to return to work must be made in person. To do so, you must appear at the office of the General Manager/Manager In-Flight Services at any TWA flight attendant domicile. When you so appear, you must be prepared to return to work immediately and be able to accept immediate assignment. You will receive further instructions/information at the time that you appear and offer to return to work.

Exhibit B-15 (February 28, 1986 letter from W.S. Borden to all flight attendants, with excerpts from attachment)

[Letterhead of TWA]

February 28, 1986

Dear Flight Attendant:

While negotiations are scheduled to resume March 1, a strike commencing 0001, March 7th, remains a distinct possibility. Those of you who intend to continue to work must observe the following instructions.

If there is a strike, you can no longer be assured of your monthly bid. If you intend to work, you will need to appear in person at the office of any General Manager - In-Flight Services/Manager - Flight Attendants, to advise that you have not withdrawn your services.

1. If you arrive back at domicile prior to March 7, you must appear at any General Manager - In-Flight Services/Manager - Flight Attendants office between 0700-1200 local domicile time on March 7.
2. If you are on layover on March 7, you should contact the Captain and/or loca' station operations.
3. If your assignment brings you back to domicile on March 7 or later, you must appear at any General Manager - In-Flight Services/Manager - Flight Attendants office no later than Noon local domicile time the following day.

When you appear at the office of the General Manager - In-Flight Services or Manager - Flight Attendants, you will receive instructions concerning your flight assignment. You should be ready to fly, having with you your uniform, EPH, In-Flight Service Manual, flashlight and passport. Your assignment will not start, however, until you've completed required rest.

My letters of February 13 and 20, 1986, have generated more questions and the answers are attached. I hope that they will assist you in making your decision.

Continue to ask questions of both TWA and IFFA. It is important that you hear from both sides.

Sincerely,

/s/ WILLIAM S. BORDEN
William S. Borden

* * *

Question #8

Can I be permanently replaced if I choose not to work during a strike?

Answer:

Yes. For example, if TWA hires 3,000 new flight attendants during the strike, it can be expected that about 3,000 strikers will not have jobs when the strike ends. Those who don't have jobs at the end of the strike will be put on a preferential hiring list to fill future vacancies as they may occur.

Question #9

Will seniority be used in deciding which returning strikers receive offers to fill job vacancies as they occur?

Answer:

No. Seniority will not be a factor. Returning strikers will be offered jobs on a first come, first served basis, based on the day on which the returning striker made an unconditional offer to return to work. TWA plans to maintain a single system-wide rehiring list. For each day, a lottery will be used to determine the order in which the strikers who offered to return on that day are put on the rehiring list. Then, as vacancies occur, they will be offered to returning strikers from this system-wide rehiring list.

* * *

Exhibit B-16 (March 1, 1986 letter from C. Icahn to all TWA employees, with attachment)

[Letterhead of TWA]

March 1, 1986

Dear TWA Employee:

When I assumed the Chairmanship of TWA on January 3, the company had approximately $50 million in cash and was about to post the worst loss in its history -- $193 million -- for 1985. Since that time, we have borrowed $550 million, thus avoiding a cash crunch, and, as you know, last week we made a marketing agreement with Piedmont and an acquisition agreement for Ozark. In taking these steps, TWA has made great strides in the right direction. In fact, in the case of Ozark, I'm proud to say TWA has achieved one of its most important long-term goals. However, TWA is far from out of the woods, and the first quarter promises to be a real "character builder," with projected losses of $125 million. Bookings to Europe are down, fare wars abound and airline industry capacity continues to increase.

When I became Chairman, I told you I would do everything I could to make TWA great again, but as I said, I need your cooperation and support. Most of you are doing everything you can and I appreciate that. Everyone except the flight attendants has made important financial sacrifices, and I have committed that those of you who have done so will not be asked for further reductions in 1986.

On the other hand, IFFA, which has received increases totaling more than 40% over the last five years, has refused to offer more than a 15% reduction in pay. We have asked for a 22% pay reduction and work rule changes reflecting less than two hours of added productivity per week -- changes that would still put our flight attendants above the industry average. It is

imperative that we achieve meaningful concessions if we are to survive. We are compelled to take a firm position in our negotiations with IFFA because we must achieve our common goal of profitability. I urge IFFA to respond with the kind of substantial commitment TWA needs.

Sincerely,

/s/ CARL ICAHN
Carl C. Icahn
Chairman

P.S. You may be interested in my responses to questions asked during a CBS press interview resulting from the events of this past week. On the reverse side of this letter are some pertinent excerpts.

PERTINENT EXCERPTS FROM A CBS PRESS INTERVIEW WITH CARL ICAHN

Q. Is TWA prepared for a strike?

A. We now have trained and ready to be hired 1,500 new flight attendants. We have another 1,500 people qualified to go in temporarily. With the new work rules, we need only 3,500 flight attendants to operate the airline until June and by then we will have many more trained -- so we're pretty well ready for March 7th. We hope there won't be a strike, we'd like there not to be a strike, but if there is, we'll be ready to fly. And, unfortunately, if there is a strike, we probably won't have jobs for many of the strikers when the dispute is finally resolved.

Q. What if other employee groups support IFFA, with the result that their strike is successful?

A. I don't think that will happen because it's a no-win situation. The flight attendants would be pushing us to do something we don't want to do -- which is to disassemble the airline. This is something that I just don't want to do and I hope we don't have to do it. But our airline is worth a heck of a lot of money and some say it's worth more broken up than as a whole. We have planes that are worth a lot, we have the PARS system that's worth a lot, we have routes that are worth a lot -- but we don't want to disassemble it.

Exhibit B-20 (March 14, 1986 letter from C. Icahn to all flight attendants)

[Letterhead of TWA]

March 14, 1986

Dear TWA Flight Attendant:

I've received many letters from striking flight attendants telling me they're confused, or even frightened, by the statements they've been hearing or receiving directly from your union. I'd like to clear up a few points about which there may be some misunderstanding.

. The union says it will fine you if you cross the picket line and come back to work. It's true they have the power to fine their members, but they cannot fine you if before you return to work you resign from the union. That choice, of course, is entirely yours to make; if you do, and the union still threatens you with fines for working, we would regard that as an improper interference with our operations and provide you with legal counsel, if you request it. (Call In-Flight Services for help.) If the strike ends and a new contract is signed with the same union seniority clause as in the old one, you would have to reapply for membership, but even if you were denied readmission, it would in no way affect your employment with TWA -- you would still retain your job, your seniority rights and all benefits.

. If you come back to work now and there's a subsequent settlement, the union says you'll be displaced because you worked. There was nothing in the old agreement which would have allowed that to happen, and we don't intend to let any new agreement permit such unfair action.

. The union doubts the growing level of our operations -- they say we're "a shambles" and we can't be flying more than 20% of our schedule. Long before the strike began, we prepared a contingency plan to build back our service from an initial level

of about 50% to full operation in about 10 days. We're currently right on target. (See the enclosed performance summary.) As of Saturday, we'll be serving every city on our domestic system and all our overseas destinations. The daily figures we've been putting out haven't been pipe dreams or wishful thinking -- they're verifiable fact. The media may report the union's skeptical comments, but traffic controllers at airports across our system confirm that we're not "combining flight numbers" or doing it with mirrors, we're really flying all those planes and people -- more each day. We're already at three quarters of our normal capacity and by the middle of next week our schedule will be totally restored. If anyone doubts it, we stand ready to back up our claims with hard data before any independent authority the union might select.

. The union claims our new work rules mean you'll be forced to work unreasonably long hours and be away from home an unacceptable length of time. The fact is that if you work 80 hard hours a month under our new rules, you'll be away from home an average of 220 hours, or 9.2 24-hour periods -- vs. 7.3 under your old contract. I don't call that onerous at all -- and, apparently, neither do the some 1500 new flight attendants now on the job or in training.

As happy as I am to see those people coming to work for us in our time of need, I genuinely feel it would be tragic for them to permanently replace any veteran TWA flight attendant who sincerely wants to work for our airline -- especially if that should happen through any misunderstanding of the true situation. It's because I have no desire to see innocent people hurt in this dispute that I want to put these facts clearly on record for you, while there's still time for you to act in your own interest.

. You should know, for example, that IFFA declined to make payment of the premium on your group medical, dental, accident and life insurance, and that we cannot continue your coverages unless you return to work.

. You should also know that when we offered a buy-out program, we warned your leadership that a strike that could cost us $40 million or more would prevent us from maintaining such an

offer past the deadline, but we said we'd be willing to hold it open so that IFFA -- which always stresses the fact that these matters are "your choice" -- could give you a democratic opportunity to vote on our last offer, including a 17% instead of a 22% pay cut, plus the buy-out package . . . but they refused.

. We continue to be willing to negotiate, and hope IFFA will reach agreement with us soon. But it's important for you to understand clearly that, at the rate of two classes a day, every day, we continue to train and hire new flight attendants on a permanent basis. Far from "waiting in hideaway hotels for their first flying assignment because [our] flights aren't operating" (as the union would have you believe), they're in the air and on the job. As their numbers steadily grow, and with more productive new work rules that already require hundreds fewer in our peak-level work force, a progressively shrinking number of job openings will be available to you.

That's not "rhetoric" or an idle threat; it's a fact that could well determine your future with TWA.

This time, it really is your choice.

Very truly yours,

/s/ CARL ICAHN
Carl C. Icahn

Exhibit B-22 (March 17, 1986 mailgram from C. Icahn to all flight attendants)

[Mailgram]

DEAR TWA FLIGHT ATTENDANT:

WE ARE REQUIRED TO SEND YOU THE FOLLOWING INFORMATION CONCERNING A CHANGE OF DOMICILE RULES, A CHANGE ABOUT WHICH IFFA HAS NOT INFORMED YOU.

EFFECTIVE MARCH 21, TRANSFERS WILL BE AWARDED TO FILL FLIGHT SERVICE MANAGER AND CABIN ATTENDANT VACANCIES THROUGHOUT THE TWA SYSTEM. ONLY ACTIVE FLIGHT ATTENDANTS WITH A TRANSFER REQUEST OR TELEGRAM ON FILE RECEIVED AT TWA HEADQUARTERS, 605 THIRD AVENUE, NEW YORK, BY 5 P.M. (EST) THURSDAY, MARCH 20, WILL BE ELIGIBLE FOR TRANSFER. VACANCIES STILL EXISTING AFTER THE TRANSFER WILL BE ASSIGNED TO NEW HIRES. FOR YOUR INFORMATION, FOR APRIL 1986 ONLY 67 MORE CABIN ATTENDANTS ARE REQUIRED AT SAN FRANCISCO AND 123 MORE FOR LOS ANGELES. THESE ARE ALL EXPECTED TO BE FILLED BY MARCH 21.

WHAT IFFA HAS BEEN TELLING YOU ABOUT IS A MAJOR LAWSUIT AGAINST THE COMPANY THAT WOULD END THE STRIKE THIS WEEK AND FORCE THE COMPANY TO TAKE EVERYONE BACK TO WORK. TWA HAS BELIEVED ALL ALONG THAT THE CASE HAD NO MERIT. YOU SHOULD BE AWARE THAT TODAY IFFA ABANDONED ITS MOTION FOR AN IMMEDIATE INJUNCTION AND REQUESTED A POSTPONEMENT. IFFA WILL NO DOUBT ASK YOU TO WAIT FOR THREE TO FOUR WEEKS WHILE IT PREPARES A

NEW LAWSUIT. HOWEVER, BY THEN THERE WILL BE ANOTHER THOUSAND NEW FLIGHT ATTENDANTS TRAINED AND ON THE JOB.

HERE ARE THE FACTS ABOUT A NUMBER OF OTHER MISSTATEMENTS IFFA HAS MADE OVER THE PAST SEVERAL DAYS:

IFFA SAYS WE CAN'T FLY A FRACTION OF OUR SCHEDULE.
FACT: BY SUNDAY WE WERE FLYING 100% OF OUR INTERNATIONAL SCHEDULE, 75% OF OUR DOMESTIC FLIGHTS AND 85% OF OUR AVAILABLE SEAT MILES (SEATING CAPACITY).

IFFA SAYS OUR FLIGHTS ARE "GOING OUT EMPTY."
FACT: OUR LOAD FACTORS ON MARCH 15 WERE 71% INTERNATIONAL, 65% DOMESTIC.

IFFA SAYS OUR NEW WORK RULES WILL MEAN TOO LITTLE REST TIME AND UNSAFE OPERATIONS.
FACT: NOT ONLY ARE THE NEW HIRES FLYING OUR NEW RULES SUCCESSFULLY, FLIGHT ATTENDANTS AT OTHER AIRLINES HAVE BEEN FLYING SIMILAR RULES FOR SOME TIME.

IFFA SAYS YOU WILL HAVE TO BE AWAY FROM HOME 320 HOURS A MONTH UNDER THE NEW WORK RULES.
FACT: THE NEW WORK RULES WILL REQUIRE THE AVERAGE FLIGHT ATTENDANT TO BE AWAY 220 HOURS A MONTH VS. A PREVIOUS AVERAGE OF 175 HOURS PER MONTH.

IFFA SAYS THE FAA IS QUESTIONING OUR OPERATION BECAUSE OF SAFETY VIOLATIONS.
FACT: THE FAA HAS CHECKED US OUT FROM DAY ONE AND THEY GAVE US A CLEAN BILL OF HEALTH.

IFFA SAYS IT WILL FINE OR DISCIPLINE YOU IF YOU CROSS THE PICKET LINE AND RETURN TO WORK.

FACT: IFFA CAN'T DISCIPLINE YOU IF YOU RESIGN. IF IT TRIES TO FINE YOU, AFTER YOU RESIGN, WE'LL GIVE YOU LEGAL COUNSEL. IF IT WON'T TAKE YOU BACK, YOU'LL STILL RETAIN YOUR JOB, FULL SENIORITY AND ALL BENEFITS. WE GUARANTEE YOU IF YOU CHOOSE TO WORK THROUGHOUT THE REMAINDER OF THE STRIKE YOU WILL NOT BE FURLOUGHED WHEN THE STRIKE IS OVER IN ORDER TO MAKE ROOM FOR A RETURNING STRIKER.

IFFA SAYS OUR NEW HIRES ARE "WAITING IN HIDEAWAY HOTELS FOR THEIR FIRST ASSIGNMENTS," BECAUSE WE CAN'T FLY ENOUGH TO USE THEM.
FACT: THERE ARE NOW 1600 ON THE PAYROLL, WITH MORE IN TRAINING EACH DAY, AND THEY'RE ALL BEING PUT TO GOOD USE.

IFFA SAYS "ALL JOBS WILL BE GUARANTEED" WHEN A SETTLEMENT IS REACHED.
FACT: WITH OUR NEW WORK RULES, IN THE PEAK SEASON WE'LL NEED ONLY 5,000 FLIGHT ATTENDANTS TO RUN THE AIRLINE. WITH 1600 NEW HIRES NOW ON THE PAYROLL (NOT COUNTING THE CONTINGENT WORK FORCE OF 1500), EVEN IF EVERYONE WANTED TO COME BACK, WE WOULD ONLY NEED LESS THAN 3500 OUT OF THE ORIGINAL FLIGHT ATTENDANT WORK FORCE OF 6500.

THE CHOICE IS YOURS.

CARL ICAHN

23:45 EST

MGMCOMP

Excerpt from Exhibit B-23 (January 2, 1986 letter from IFFA to flight attendants)

[Letterhead of IFFA]

January 2, 1986

RE: Contract Negotiations

Dear

It certainly looks like you've been keeping track of the issues. Let me take a shot at giving you some answers.

1. Will we strike in event the Company's last offer is a total of 20% concessions?

(A) My goal and the goal of the Negotiating Committee is to ensure that we concede as little as possible. At this point, we have offered to match the IAM concession. We are not unreasonable nor are we stupid. At this point I can't tell you what Icahn/TWA's position will be in the final hours nor can I tell you what our position will be. Those things will develop as the course of our negotiations continue. I can't give you a more direct answer than that at this point in time. It will really be a matter of determining, after taking into consideration whatever external factors may be influencing us at the time, what the Flight Attendants are willing to do.

2. Will we accept vacation give back?

(A) Possibly.

3. Can we send memo explaining differences between TWA and Continental?

(A) Yes. Good idea.

4. What will Flight Attendant pay scale be like in the event of a strike if Flight Attendants cross the picket line?

(A) First of all, their legs will be broken so they won't be able to cross the line. No, seriously, there is no way to tell. Once the parties are released to self-help, at the end of a thirty-day count down, the Company is free to unilaterally impose whatever wages and work rules they desire. One of their most likely choices would be to impose those demands that they have on the table at the conclusion of the count down. That would mean, if the demand was for a 22% wage cut with . . . .

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Exhibit B-24 (March 29, 1986 letter from C. Icahn to flight attendants)

[Letterhead of TWA]

March 29, 1986

Dear TWA Flight Attendant:

First I want to express my sincere appreciation for the superb job our newly hired and other working flight attendants are performing under somewhat trying circumstances. TWA has received numerous compliments from its passengers as to the courteous, attentive and cheerful service being provided by our flight attendants during the strike. Nothing can be more effective in building our passenger loyalty to TWA than service that generates that kind of response from our passengers.

I also want you to know how pleased I am at the cool, calm and professional way our working flight attendants have handled the strikers' harassment tactics. Unfortunately, this form of activity seems to be a part of every strike, and is likely to continue for some time as those remaining on the picket lines see more of their fellow flight attendants returning to work. For our part, we are making every effort to provide appropriate security arrangements wherever needed. Please continue to report any harassment incidents to your supervisors so that TWA can take proper action.

Finally, I have heard that IFFA continues to threaten newly hired and other working flight attendants by indicating that they will lose their jobs when the strike is settled unless they cease working and join the picket line. This threat is so empty that I am surprised that the IFFA persists in making it. Let me reassure you in writing as Bill Borden and I have previously stated publicly, that if and when a settlement is reached, under

no circumstances will newly hired or other working flight attendants be furloughed to make room for returning strikers. This is a personal commitment from me that you can absolutely count on.

Sincerely,

/s/CARL ICAHN
Carl C. Icahn
Chairman

Exhibit B-25 (April 15, 1986 letter from J.W. Hoar)

[Letterhead of TWA]

April 15, 1986

On behalf of Mr. Icahn, let me respond to your recent phone call.

First, we are encouraged that you are seriously considering crossing the picket line and returning to work. More than 700 of your fellow Flight Attendants have already made that prudent decision and are in great part responsible for the Company's successful continuation of operations during the strike.

Second, let me repeat Carl Icahn's earlier assurance, that if and when a contract settlement is reached, under no circumstances will newly hired or other working Flight Attendants be furloughed to make room for returning strikers. When you again become an active employee, this commitment is to you.

Very truly yours,

J.W. Hoar
Vice-President
Labor Relations

Exhibit B-26 (April 15, 1986 letter from J.W. Hoar)

[Letterhead of TWA]

April 15, 1986

On behalf of Mr. Icahn, let me respond to your recent phone call.

First of all, welcome back to work. Along with over 700 of your fellow Flight Attendants, you've made the difficult but prudent decision to return as an active employee. In-Flight Services management at JFK are, of course, available to assist you as needed. Should you be exposed to any harassment, please report it to your supervisors so that TWA can take proper action.

Let me repeat Carl Icahn's earlier assurance, that if and when a contract settlement is reached, under no circumstances will newly hired or other working Flight Attendants be furloughed to make room for returning strikers. People like yourself are an important part of TWA's successful continuation of operations.

Very truly yours,

J.W. Hoar
Vice-President
Labor Relations

Exhibit B-27 (April 1986 letter from an incumbent flight attendant)

I am returning to my job as a TWA Flight Attendant. This has probably been the most difficult decision I have ever been faced with, but it has not been made lightly or without a great deal of intense investigation and thought.

I am not, nor have I ever been, either particularly pro (as in union) or anti (as in management) anything. I am aware of the fact that the union has protected my interests and helped provide me with an above average standard of living. Likewise, I am aware that the company has been a party to this arrangement and that every couple of weeks they send me a decent paycheck to do a job I really enjoy.

From the beginning of the strike I have supported the union's position. I have worked all my assigned picketing duties (including the 0100-0500 shift at cargo). This was done in spite of my doctors warning that my four week cold could become pneumonia. I have attended rallies and blocked trucks from crossing our line.

I have also come to the conclusion that what I want to do is to be a Flight Attendant. While my support of the job action has been genuine, so has my desire to see the matter resolved, with as little bloodshed as possible and with people, especially good friends of mine, not being hurt.

It would have been easy to sit back quietly, believe everything I was being told from both sides, union and management, and hope that we won. However, enough questions came to light very quickly that I found myself in the role of Sherlock Holmes. The first thing I discovered is that the truth is a difficult thing to discover. Union representatives invariably responded by saying "I don't know." TWA personnel at Employee Benefits office

were even less helpful. It became apparent that independent verification was necessary.

Due to an above average amount of family medical bills, my first concern was related to our medical coverage. I knew that it was to be cancelled effective the first day of the strike and that we would be offered the right to convert to an individual policy. Neither the union nor the company was able to give me any details so I contacted CIGNA. To my great concern I discovered that:

a. the policy we would be offered would not be as good as the one we had;

b. the premium would be almost three times what it was as a group policy;

c. the deductible would start all over;

d. Of greatest importance, IFFA was offered the right (which they refused) to pick up the policy under the terms and conditions as they previously existed.

I uderstand that the union probably did not have the funds to pay the premium. However, its members probably did and certainly should have been offered the option. It does not take a mathematical genius to conclude that a policy with a premium of $138 per month is preferable to an inferior one with a premium of approximately $330 per month. If we wished to reject this possibility, so be it, but why weren't we told or rather asked?

My spirits were soon bolstered, however, when the union informed me that the FAA has closed the TWA Training Facility in Kansas City because new hires were not being properly trained. Since my position with the company was no longer to be threatened with an ever increasing number of replacements, who Mr. Icahn stated, would remain with the company, I breathed a good deal easier.

However, I am married to a natural skeptic and my husband mentioned that if this was true, why had none of the newspapers picked up the story. Operating under the same "horses

mouth" theory, he decided to go to the source. He made almost a dozen calls to the FAA before he got to the right person, but when he did he was told that not only was the training facility not closed, but they were graduating 100-200 people a week. He immediately called strike headquarters and asked if the FAA had closed the training facility. Their response was -- absolutely. It is closed. (Incidentally, if there is a question in anyones mind about the veracity of any statement I have made, or will make, I have names, dates, times and telephone numbers.)

Whatever easier breathing I was now doing was suddenly gone and I felt my chest tightening. I expect my union to represent me with every weapon in their legal arsenal, but I also expect them to tell me the truth.

There was one other area where I became aware of being provided with false information. That is the area of load factors and dual flight numbers. When picketing on March 18, I personally saw a commissary manifest. The figures indicated load factors of 75% and no dual flight numbers, with the majority of flights operating. This information was provided to a strike captain who promised it would be turned in. If it was, the information was never passed along to inquiring strikers. I continued to be told such things as 30% load factors, multiple incidents of dual flight numbers, etc.

On Thursday evening, March 20, I attended a rally in the town in which I live. My husband met me there. I previously described him as a skeptic. He also believes there is no harm in trying anything and he told me he had just gotten off the telephone, having spent 45 minutes talking with Carl Icahn. It was my turn to be a skeptic. I asked if he were serious and, if so, how was he able to do that. His answer, perhaps absurd in its simplicity, but nevertheless true, was that he simply picked up the telephone and called him.

He related the conversation to me and while he said it included a degree of expectable rhetoric (much the same as the union correspondence) several important facts came out:

a. Mr. Icahn made it quite plain that he had a responsibility to his investors and stockholders and that he fully intended to meet that responsibility and to keep his word.

b. He was a bit incredulous that IFFA did not take the final management offer and take it to the membership for for a vote. He indicated that he would have expected them to do so with their (the union negotiators) recommendation that we vote it down. However, in the meantime, he would not have been able (due to a great deal of outside pressure) to implement anything and that until the vote was in (2 to 3 weeks) we would all have been working under the old contract (no pay cuts, no change in working conditions). If we would accept, there would have been no new hires to worry about. If we rejected it, we would have begun our strike in better weather and at a time increasingly closer to TWA's peak period, a time when our presence becomes of greater and greater importance.

This particular topic brought up something that had been bothering me for days. I had received a copy of the company's "final" proposal, but had never been permitted to vote on it. While I would have been prepared to follow the dictates of the majority of the membership, I don't think that the ability of that membership to express their point of view should be removed. I had begun to feel (and that feeling increased) disenfranchised.

The rally I attended on the night of March 20 began with a group of United pilots explaining that they nad been through this before and that if we were strong and united (no pun intended) we would win. Mine was not the only eyebrow raised -- it is a heck of a lot more difficult to find new hire pilots than it is new hire Flight Attendants.

We were then told to act with dignity, only to have the company and its management described in terms that, at best, might be

called mocking. So much for dignity. Again, I was not the only one squirming.

I was then insulted by someone who stood up with charts and graphs that explained that a 22% change in working conditions would mean that I would be earning 44% less in salary. I may not love having to work harder or more hours, but to state that a change in working conditions cuts my pay shows a total lack of respect for both the truth and my intelligence.

By the time the rally was over I was concerned -- for myself, my friends, our jobs and our company. I was suffering a severe crisis of confidence in how things were being conducted and began to realize that it was becoming more than a possibility that I was in a war where the battle might be won (with terrible injuries inflicted), but the war lost.

The next day I decided to test my husband's theory and I tried to call Mr. Icahn. Within a minute he and I were engaged in a conversation (in a way I found this disturbing, since my attempts to deal with any knowledgeable union person has proven impossible).

Mr. Icahn, while being polite and certainly not acting like an ogre, pulled no punches. He stated that he was a businessman and that just because previous management did a lousy job running the airline, it certainly did not mean that he was going to do the same. He stated that he intends to run the airline at a profit or sell it. He did not threaten -- he simply stated his intentions -- and I must say I believe him.

I have come to the conclusion that as each day goes by, as more new hires join the company and as more and more people cross the picket line, the likelihood of my having the job I want would become less and less likely.

Is this the way I would like it to be -- of course not. Am I sure I am right -- no.

However, when all is said and done I have put everything I know and have been told out on a table and examined the pic-

ture. It's not nearly as pretty as I would like it to be, but I'm watching the pieces being chipped away.

I am prepared to live with my decision and to respect the opinions of those who disagree. I certainly hope they show the same ability and respect.

New York Domestic

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
ST. JOSEPH DIVISION

Civil Action No. 86-6084-CV-SJ-8

Exhibit 1 to the Affidavit of J.W. Hoar, filed August 29, 1986, in Opposition to IFFA's Motion for Partial Summary Judgment and in Support of TWA's Cross-Motion (May 27, 1986 letter from V.L. Frankovich to J.W. Hoar)

[Letterhead of IFFA]

May 27, 1986

J. W. Hoar
Vice President - Labor Relations
Trans World Airlines, Inc.
605 Third Avenue
New York, NY 10158

Dear Mr. Hoar:

As you know, it is IFFA's position that the strike was an unfair labor practice strike and that all striking Flight Attendants held the status of unfair labor practice strikers. Accordingly, we demanded their immediate reinstatement as of May 17, 1986.

Putting aside the issue of strikers' status as unfair labor practice strikers and assuming arguendo, as TWA maintains, that the strikers were economic strikers (on whose behalf IFFA made an unconditional offer to return to work on May 17, 1986), IFFA as the bargaining representative of all employees in the Flight Attendant classification hereby make the following demands:

1) that all active Flight Attendant positions other than those currently filled by persons hired strictly as "permanent replacements" be considered as vacancies and filled on the basis of seniority;

2) that all cross-over former strikers (Flight Attendants who abandoned the strike and returned to work prior to IFFA's May 17 unconditional offer) and all new-hires hired for reasons other than strictly as permanent replacements be furloughed or placed in other appropriate inactive status unless their respective seniority -- when compared to that of the entire Flight Attendant workforce -- is sufficient to hold available active positions. In connection with this demand, please note that it is IFFA's position that some, if not all, "New Hires" hired on or about March 6/7 and thereafter were hired irrespective of whether there would be a strike and hence are not "replacements."

3) that no persons who as of May 17 either had not completed Travel College Training or had not otherwise been assigned to active line Flight Attendant status fill Flight Attendant vacancies until all more senior striking Flight Attendants have been offered recall by TWA; and that no "contingent" or other temporary Flight Attendants fill such vacancies so long as all striking Flight Attendants have not been offered recall;

4) that TWA informs IFFA in writing on a regular basis (and no less frequently than once per week) as to the number of active Flight Attendant positions, the names and seniority of those holding such active positions, and the names and seniority of those formerly striking Flight Attendants recalled pursuant to IFFA's May 17 unconditional offer to return to work.

Your prompt reply will be appreciated.

Yours truly,

/s/ VICKI FRANKOVICH
Vicki Frankovich
President

Received: _____ _____ _____
NAME DATE TIME

VF 10S02

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
ST. JOSEPH DIVISION

Civil Action No. 86-6084-CV-SJ-6

Exhibit Y to the Affidavit of William S. Borden, filed September 17, 1986, in Support of TWA's Motion for Stay Pending Appeal (April 15, 1986 letter from V.L. Frankovich to flight attendants)

April 15, 1986

Dear Flight Attendant:

I have been doing a great deal of thinking these past few days on IFFA's proper course of action for the remainder of our strike. One thing that is become very clear: the high level of commitment demonstrated by the great majority of the IFFA membership who continue to resist Carl Icahn's demands. I say the majority because I know that you and some 600 of your co-workers have crossed the line to go back to work for TWA.

I am sure that you made your own decision after a great deal of thought. No one disputes that, in the end, the choice to cross was yours. But there are many other choices that remain for us. This union remains committed to carry out the mandate of the majority to fight TWA's, onerous demands from the TWA's Flight Attendant work force.

We are committed. The IFFA Membership has repeatedly said that they do not want to give in to Icahn's demands. IFFA has attempted to negotiate responsibly in order to provide TWA with the ability to compete in today's deregulated environment. We recognize that change is taking place in the industry. You may even be surprised that Carl Icahn himself has acknowledged that our latest offer is worth some $70 million dollars per year in total Flight Attendant concessions. What a tragedy it is for us to be on strike for the sake of giving away more money than would be required today to make us competitive with the rest of the industry!

Since you have made your choice, however, I do not want to dwell on the question of fairness or equity. Let it suffice that I see a long term effect of the strike on all of us. Sooner or later, we are all going to be returning to work. The strike will not go on forever and IFFA, as the duly certified bargaining agent for TWA Flight Attendants, will continue to represent the interests of the IFFA membership on this property. What cannot be avoided, however, is that most of the 6500 incumbent IFFA members will not soon forget the sacrifices made in order to prevail in this fight.

Win, lose or draw, those of you who decided that your personal concerns were more important than the will of the majority must accept that you will be held accountable for your actions by large numbers of your peers. This not a threat, only what I believe to be incontrovertible fact. Let me tell you that I truly do not wish to be the President of a Union that is racked by divisiveness and ill will, certainly not while there is a chance for us to close up our ranks and renew our united struggle against Carl Icahn.

I would like to make a proposal to you. Please consider rejoining your peers on the picket line so that we can quickly conclude this battle. Your presence on the airplane only adds incentive for TWA to continue to damage the health of the carrier while seeking to destroy our careers. On the other hand, your sudden withdrawal of services and return to our strike would greatly enhance our chances of ending this strike soon.

We are offering you complete and total amnesty if you return to us. There will be no questions asked and we will open our arms to you upon your return if you do so immediately. Your fellow Flight Attendants will welcome you and you will have eliminated the long term divisions that will occur unless we all reunite ourselves.

Please call us today at IFFA headquarters (212) 697-0654. Your renewed support in our struggle could make the difference in an early and positive settlement for all of us in our dispute with Carl Icahn. Just as important, I think, would be the satisfaction and peace of mind in knowing that you are no longer

working to ensure that the Company can operate by providing guidance and experience to the new hires scabs.

Very truly yours,

Vicki Frankovich
President

BH3JN2

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
ST. JOSEPH DIVISION

Civil Action No. 86-6084-CV-SJ-6

Affidavit of Vernon Laursen (with attachments), filed September 23, 1986, in Support of TWA's Motion to Vacate

AFFIDAVIT OF CAPTAIN VERNON LAURSEN

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Vernon Laursen, being duly sworn, deposes and states:

1. My name is Vernon Laursen. I am employed by Trans World Airlines, Inc. ("TWA") as Staff Vice President, Flight Crew Training. As such, I am the individual charged with the overall responsibility for operations of the TWA Flight Operations Training Center which is located at 1307 Baltimore, Kansas City, Jackson County, Missouri.

2. Since March 7, 1986, I have been aware of the fact that IFFA maintains a local telephonic "hotline" for its members, including those members who reside in the greater Kansas City metropolitan area. Access to the daily recordings on this hotline is obtained by dialing 587-64[illegible]35. A tape recorded message from IFFA's Kansas City Strike Headquarters automatically plays to the listener.

3. Throughout the course of the strike IFFA is presently conducting against TWA, I have recorded, or directed the recording of, hotline messages on a regular basis.

4. Attached hereto are the transcriptions of the taped messages IFFA's Kansas City Strike Headquarters played on April 17, 1986 and May 6, 1986. I have listened to these tapes and I have read the transcriptions and they are, to the best of my

knowledge and belief, accurate transcriptions of what is spoken on the tapes.

/s/ CAPTAIN VERNON LAURSEN
Captain Vernon Laursen

Subscribed and sworn to before me this 9th day of May, 1986.

/s/ HELEN M. WARR
Notary Public

My Commission Expires:
September 25, 1987

HELEN M. WARR
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires September 25, 1987

Thursday, April 17th, 8:55, this is a recording of the IFFA-HOTLINE.

Today is Wednesday, April 16th, this is Chris speaking to you from the Kansas City Strike Headquarters. Today is our 41st day and we are still 90% strong. The analysts hired by the Union said that things look good, and that they are still working on their report. So far, it's 57 pages long. We have offered the company between $62,000,000 and $75,000,000. We will keep you updated on the progress of this project.

Saturday, the 19th, we are having a rally at Jack Frye between 11:00 and 1:00. We will challenge the St. Louis Flight Attendants to see how many scabs we can chase away. They have accepted the challenge and are sending a bus load of Flight Attendants to Kansas City. So let's show them how we do it here in Kansas City.

There is a Union meeting Thursday, the 17th, at the IAM hall at 7:00. There is a video, a new video, from the United Captain who was talking to the Los Angeles Flight Attendants and he's very encouraging. We ask that you take a look at it if you get the opportunity.

The investors and the Flight Attendants have concluded their talks, and an audiotape is forthcoming. The hiring seminar in Columbia was very successful for us, and was considered a bust for them. The interviewers were so upset that they had a legitimate new hirer thrown out because she asked a question that sounded like she knew what she was talking about concerning the fees paid for training.

Once again the Hotline number for New York is 1-900-410-1234. Don't forget there is no picket duty now between 2400 and 0600. If anyone has any ideas on how we can make money legitimately for this domicile here for the strike headquarters, please contact us at headquarters. We can use some ideas.

Just a couple of notes about the company's policy. First, there is no more sick bank, and the scab crossers are being pressed into service to be on-line trainers. The new hires still

need this although they are still serving cold snack on most flights and free liquor. Here's one for you, remember Linda Pretty, the heroine of Flight 850. Well, she quit because of pressure from the striking flight attendants.

One last thought. Have you cost Carl any money today or lately. Let's try and think of ways to make him spend a few more bucks. You know how he loves that. New York has come up with a new scheme to tie up the res lines. We'll have more details on this tonight. From us here at strike headquarters we thank you from our hearts for the courage you are showing, and we do believe that this will pay off for us in the end. We have to continue to stay strong and stay together, and we know this will work out. Thank you and good night.

Today is Tuesday, May 6th. This is Patty speaking on behalf of Kansas City strike headquarters.

The Phoenix sattelite had a surprise visit today from a well-known national public figure. The head of the Rainbow Coalition who started the Push Project in Chicago has always been supportive of the working people and has expressed an interest to assist and support us in finding a way to end our fight. The Reverend Jessie Jackson will be in New York this Wednesday and Thursday for a TWA labor rally.

TWA, as you know, has been telling people that all bases are closed except for New York. However, a scab who crossed in St. Louis was told she would be based in New York, temporarily assigned to St. Louis and would be transferred into St. Louis at the beginning of the month. In Los Angeles, a scab was told she'd be based in New York and her transfer to Los Angeles would be processed on Wednesday. Transferring has never been quite this easy. New York today -- anywhere tomorrow.

Kansas City strikers continue to have great impact at the Training Center. It seems the trainees are afraid to leave Jack Frye now without an escort due to the continuing jeers by picketers. In fact, we understand TWA had to change to Brink's guard

services because Wells Fargo guards are not permitted to escort the scab trainers. We are also advised that there is already some tension building between the 86ers and the scabs. It seems that 83ers are becoming more junior and aren't able to hold a very good line of time any more. They also don't like the idea of being told how to do things by scabs. If they think it's bad now, just wait until we're all back.

We'd like to remind you of the union meeting being held this Thursday at the IAM Hall, 1:30 p.m. Hopeful, the car wash has been rescheduled for this Saturday at 10:30 a.m. at 75th and Metcalf. We need volunteers still. Buckets, soap, hoses and especially towels.

Now some notes from Karen Lantz, the 900 hotline from IFFA headquarters. Rumors of mass crossing during the weekend have once again been proven false. It seems that each weekend there are rumors of a mass crossing which have not materialized but as the results of your resolve and determination to stay out until the strike is settled, and we all return together, we remain 85% strong on the picket line as we end our second month on strike. We at IFFA applaud each and every one of you for your dedication and integrity. You are enabling IFFA, your union, to tell TWA management, as well as other airline management and employers around the world, that flight attendants are professionals with pride. We are receiving feedback on the travel agent cards and have received a promise not to book TWA from a number of travel agents. Congratulations on the hard work you are doing on this project. If you haven't gotten your travel agent cards through strike headquarters yet, please do so as soon as possible. Although there are no formal negotiation sessions scheduled at this time, Vicki remains to be in contact with the company.

And finally, this is National Working Women's Awareness Week. Find out what activities are planned in your area to celebrate the week and make a point of attending. We're certainly a perfect example of what working women and men are forced to

go through to earn a decent wage and decent working conditions.

Thanks for calling the IFFA hotline. This tape will be updated tomorrow.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
ST. JOSEPH DIVISION

Civil Action No. 86-6084-CV-SJ-6

Affidavit of Mary Pat Taylor, filed September 23, 1986, in Support of TWA's Motion to Vacate

AFFIDAVIT OF MARY PAT TAYLOR

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Mary Pat Taylor, being duly sworn, states and deposes:

1. My name is Mary Pat Taylor. I am an employee of Trans World Airlines, Inc. ("TWA").

2. Prior to March 6, 1986, I was employed as a Flight Attendant for TWA. I was domiciled in St. Louis, Missouri and I resided in Kansas City, Clay County, Missouri. I have at all times since March 6, 1986, continued to reside in Kansas City, Clay County, Missouri.

3. Beginning shortly after midnight on March 7, 1986, I elected to participate in the strike the Independent Federation of Flight Attendants ("IFFA") called against TWA on that date.

4. To that end, I was assigned and performed picket duty at various TWA locations in and around the Kansas City metropolitan area. I remained on strike against TWA until April 2, 1986, at which time I elected to return to employment with the Company.

5. Prior to and during the course of the strike, IFFA provided me and all of its members with an "IFFAmation Hotline" number for the Kansas City Strike Headquarters. That number was and is (816) 587-6135. IFFA members were to call this number for the purposes of receiving negotiation updates, status reports and the schedule of planned activities. A person calling the "Hotline" number hears a taped recording which is updated daily.

6. On April 2, 1986, I was assigned to return to work as a Flight Attendant in St. Louis, Missouri. I remained in that assignment until April 28, 1986, when I received a special assignment to serve as an Instructor at the TWA Flight Operations Training Center, 1307 Baltimore Avenue, Kansas City, Jackson County, Missouri.

7. From April 28, 1986 to the present, I have worked there continuously as an instructor and my duties have included various aspects of instructing TWA Flight Attendant trainees. I report daily to work at 6:15 a.m. and leave at approximately 4:45 p.m. I enter and exit from the Training Center through the front doors of the facility, which face due west onto Baltimore.

8. On Tuesday, April 29, 1986, I reported for work at approximately 6:15 a.m. Because of a large IFFA rally being conducted outside the Training Center between the hours of 1:00 p.m. and at least 5:00 p.m. that day, I did not leave the facility for lunch.

9. At approximately 4:45 p.m., I did leave through the front doors of the facility to go home. I was with two co-workers.

10. As I went through the front doors, a large crowd of IFFA members, many of whom I know personally and have worked with over the years, closed ranks around me and my co-workers. They numbered between 25 and 30. They were screaming, jeering and making movement difficult.

11. My co-workers and I went left, or south, along the east sidewalk on Baltimore. We were attempting to get to the car of one of my co-workers which was parked in a lot adjacent to and directly south of the Training Center.

12. The IFFA members, still in closed formation around us, followed us to the parking lot. They chanted my name in unison and called me "Icahn's whore" and "a slut." Movement down the public sidewalk and into the parking lot was very difficult.

13. My co-workers put me in the back seat of their car. They offered to drive me to my car, which was parked in a lot on the northeast corner of 14th and Main.

14. They pulled out of the lot on 13th and Baltimore and proceeded north on Baltimore to 13th Street. A car, driven by IFFA member Linda Dowdy, pulled in immediately behind the car of my co-workers. Ms. Dowdy continuously honked her horn as she followed us left, or west on 13th Street, left and north on Wyandotte and left or east on 14th Street until we reached the parking lot where my car was parked at the northeast intersection of 14th and Main.

15. I exited from my co-worker's car, got into my car, reentered 14th Street, turned right, or south at Main Street and proceeded south to Truman Road and Main. Ms. Dowdy reappeared behind me, again honking her horn continuously.

16. I turned right, or west, onto Truman Road and crossed the various through streets until I arrived at the intersection of Broadway and Truman Road. Ms. Dowdy was several feet behind me the entire time.

17. While stopped at the intersection of Broadway and Truman Road, Ms. Dowdy bumped the rear end of my car with the front bumper of her vehicle. I turned right and she pulled away after I had gone several blocks.

18. I was terrified, frightened and intimidated by the entire series of events from the time I exited the Training Center until the time I arrived home.

/s/ MARY PAT TAYLOR
Mary Pat Taylor

Subscribed and sworn to before me this 6th day of May, 1986.

/s/ HELEN M. WARR
Notary Public

HELEN M. WARR
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires
September 25, 1987

My Commission Expires:
Sept. 25, 1987